



*This School insurance policy
has been prepared for:*

VOORHEESVILLE CENTRAL SCHOOL DISTRICT
ROUTE 85A
VOORHEESVILLE, NY 12186

*Presented by the Utica National
companies and your independent agent:*

TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
(518) 464-0059

**VOORHEESVILLE CENTRAL SCHOOL DISTRICT
ROUTE 85A
VOORHEESVILLE, NY 12186**

Dear Policyholder,

Thank you for choosing Utica National Insurance Group for your insurance needs. We understand that you have many choices and appreciate the trust you and your independent insurance agent place in us to provide security and protection for your business.

Your policy and related documents are enclosed. Please read them carefully. If you have any questions, please contact your agent directly. The contact information is listed below.

As we enter our second century of business, we work with your agent to provide you a customer experience that makes you feel appreciated and respected by providing real value to you, when you need us.

Thank you for your business.



Sincerely,



Richard Creedon, Esq.
President and CEO

**TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
(518) 464-0059**



Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.274.1914  



IMPORTANT NOTICE:

Promptness in handling a claim helps control claim settlement costs and the cost of your insurance. With that in mind, we would like to take this opportunity to remind our insureds of the importance of promptly and properly notifying us of any incidents that may develop into a claim. We have found that we can minimize the cost of claims if our claim specialists are immediately involved after an incident or claim occurs. These cost savings can directly reduce premium payments through lower experience rating factors.

The summary below outlines your required duties upon the event of an occurrence, offense, claim or suit. Please see Section **IV** - Commercial Liability Conditions of CG 00 01 for complete details.

The district must notify Utica National as soon as practicable of any **incident** that **may** result in a claim.

The notice should include:

1. How, when and where the occurrence or incident took place;
2. The names and addresses of any injured persons and witnesses; and
3. The nature and location of the injury or damage arising out of the occurrence.

If a **claim** is made or a **suit** is brought against any insured, the district must:

1. Immediately record the specifics of the claim or suit and the date received; and
2. Notify us as soon as possible.
3. See to it that we receive written notification of the claim or suit as soon as practicable.

The above listed requirements are conditions precedent to coverage under your insurance policy. The failure to comply with any or all of these conditions will jeopardize your right to insurance coverage. Please be sure to comply with these conditions and all other terms of your insurance policy.

Utica National Insurance appreciates your business and would like to thank you for your assistance and cooperation in this claims management process. By working together we can effectively manage the cost of claims.



UTICA NATIONAL INSURANCE GROUP

UTICA NATIONAL INS OF OHIO
180 GENESEE ST
NEW HARTFORD, NY 13413

U0401
TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
(518) 464-0059

POLICY NUMBER: CPP 1400622

NAMED INSURED: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

ADDRESS: ROUTE 85A
VOORHEESVILLE, NY 12186

BUSINESS DESCRIPTION: SCHOOL

POLICY PERIOD: FROM 07-01-21 TO 07-01-22 12:01 A.M. Standard Time at your address shown above.

In return for the payment of the premium and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

COMMERCIAL PACKAGE POLICY — COMMON POLICY DECLARATIONS

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

	PREMIUM
Commercial Property Coverage Part	\$ 24,100.00
Commercial General Liability Coverage Part	\$ 57,244.00
Commercial Crime Coverage Part	\$ 1,897.00
Commercial Inland Marine Coverage Part	\$ 976.00
Commercial Auto Coverage Part	\$
TOTAL	\$ 84,217.00



Authorized Representative

CPP 51 8 1400622

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



UTICA NATIONAL INS OF OHIO
180 GENESEE ST
NEW HARTFORD, NY 13413

U0401
TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
(518)464-0059

POLICY NUMBER: CPP 1400622
RENEWAL OF CPP 1400622

NAMED INSURED: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

ADDRESS: ROUTE 85A
VOORHEESVILLE, NY 12186

BUSINESS DESCRIPTION: SCHOOL

POLICY PERIOD: FROM 07-01-21 TO 07-01-22 12:01 A.M. Standard Time at your address shown above.

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

COMMERCIAL PROPERTY COVERAGE PART – DECLARATIONS

Deductible is \$ 5,000 for Building and Business Personal Property coverages unless otherwise noted below.
See below and coverage forms for deductible(s) applicable to other items.

LOC/ BLDG.	FORM NUMBER	DESCRIBED PREMISES AND COVERAGES	LIMIT OF INSURANCE	PREMIUM
	CP0010	BLANKET - BUILDING AND YOUR BUSINESS PERSONAL PROPERTY	\$ 62,532,717	INCLUDED
	CP1030	CAUSES OF LOSS-SPECIAL INCL. THEFT 90% COINSURANCE REPLACEMENT COST AGREED VALUE:EXPIR. DATE 07-01-22 PER STATEMENT OF VALUES SEE SCHEDULE OF LOCATIONS 8-S-1023	\$ 62,532,717	
001-001		YOUR BUSINESS PERSONAL PROPERTY REPLACEMENT COST-YBPP INCL "STOCK"		
001-001	8D2274	DATA PROCESSING COVERAGE DECLARATIONS		INCLUDED
001-002		YOUR BUSINESS PERSONAL PROPERTY REPLACEMENT COST-YBPP INCL "STOCK"		
001-005		YOUR BUSINESS PERSONAL PROPERTY REPLACEMENT COST-YBPP INCL "STOCK"		

PREMIUM for this Coverage Part \$ 24,100.00

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART:

SEE 8-S-1018

MORTGAGE HOLDER:

Authorized Representative

CPP CP 51 9 1400622

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS,
COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**COMMERCIAL PROPERTY COVERAGE PART
SUPPLEMENTAL DECLARATIONS**

POLICY NUMBER: CPP 1400622

DESCRIPTION OF PREMISES AND COVERAGES PROVIDED

Loc/ Bldg.	Form Number	Described Premises and Coverages	Limit of Insurance	Premium
001	8E1846	SCHOOLS-LIMITED WATER DAMAGE		INCLUDED
001	CP1065	FLOOD COVERAGE ENDORSEMENT	SEE FORM	INCLUDED
001 002-001	8E2696	SPOILAGE COVERAGE YOUR BUSINESS PERSONAL PROPERTY REPLACEMENT COST-YBPP INCL "STOCK"	SEE FORM	INCLUDED
002-002		YOUR BUSINESS PERSONAL PROPERTY REPLACEMENT COST-YBPP INCL "STOCK"		
002-006		YOUR BUSINESS PERSONAL PROPERTY REPLACEMENT COST-YBPP INCL "STOCK"		
002 003-001	8E2696	SPOILAGE COVERAGE YOUR BUSINESS PERSONAL PROPERTY REPLACEMENT COST-YBPP INCL "STOCK"	SEE FORM	INCLUDED
003	8E2696	SPOILAGE COVERAGE	SEE FORM	INCLUDED
	8E26791	HEAD OF THE CLASS UNIFLEX ENDORSEMENT	SEE FORM	INCLUDED
	8E3797	LIMITED BACKUP OF SEWERS OR DRAINS COVERAGE (SEE FORM	INCLUDED
	8E3769	MISCELLANEOUS OUTDOOR STRUCTURES	SEE FORM	INCLUDED
	8E3633	CRISIS EVENT EXPENSE COVERAGE		INCLUDED
	8E2637	EQUIPMENT BREAKDOWN COVERAGE		INCLUDED

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART— CONTINUED:
SEE 8-S-1018

SUPPLEMENTAL DECLARATIONS BLANKET

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

Schedule of Premises

Location/ Building	Described Premises
001	JR-SR HIGH 432 NEW SALEM ROAD VOORHEESVILLE, NY 12186 PROTECTION CLASS 05
001-001	JR-SR HIGH NON-COMBUSTIBLE
001-002	STORAGE FRAME
001-005	PRESSBOX FRAME
001-006	YARD & OUTSIDE - FENCING NON-COMBUSTIBLE
001-007	BLEACHERS NON-COMBUSTIBLE
001-008	TRACK NON-COMBUSTIBLE
001-009	SOCCER PRACTICE WALL NON-COMBUSTIBLE
001-010	FLAGPOLE NON-COMBUSTIBLE
001-011	LIGHTING #1 NON-COMBUSTIBLE
001-012	LIGHTING #2 NON-COMBUSTIBLE
001-013	SCOREBOARD NON-COMBUSTIBLE
001-014	NEW TENNIS COURTS NON-COMBUSTIBLE
001-016	SIGN NON-COMBUSTIBLE
001-017	BLEACHERS NON-COMBUSTIBLE
001-018	STORAGE BUILDING FRAME
001-019	2 BASEBALL DUBOUTS @ 4,000 EACH FRAME
001-020	2 SOFTBALL DUGOUTS @ 4,000 EACH FRAME

SUPPLEMENTAL DECLARATIONS BLANKET

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

Schedule of Premises

Location/ Building	Described Premises
002	ELEMENTARY SCHOOL 129 MAPLE AVE VOORHEESVILLE, NY 12186 PROTECTION CLASS 04
002-001	ELEMENTARY SCHOOL FIRE RESISTIVE
002-002	STORAGE FRAME
002-003	YARD & OUTSIDE NON-COMBUSTIBLE
002-004	PEDESTRIAN BRIDGE NON-COMBUSTIBLE
002-006	BUS GARAGE MASONRY NON-COMBUSTIBLE
002-007	PEDESTRIAN BRIDGE NON-COMBUSTIBLE
002-008	CONCESSION STAND NON-COMBUSTIBLE
002-009	LEATHERS PLAYGROUND-NEW NON-COMBUSTIBLE
003	STORAGE BUILDING/RESTROOM 479 NEW SALEM ROAD VOORHEESVILLE, NY 12186 PROTECTION CLASS 04
003-001	FRAME

SUPPLEMENTAL DECLARATIONS

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORM -----	EDITION -----	TITLE -----
IL0017	1198	COMMON POLICY CONDITIONS
CP0090	0788	COMMERCIAL PROPERTY CONDITIONS
CP0010	0402	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
8E2270	0196	SCHOOL SAFETY ASSOCIATION FORMAL RISK MANAGEMENT PROGRAM CREDIT
8E2291	0796	SCHOOL PROGRAM RENEWAL CREDIT
8E4137	0517	AUTOMATIC ADJUSTMENT
8E26791	0719	HEAD OF THE CLASS UNIFLEX ENDORSEMENT
CP0164	0808	NEW YORK CHANGES-FUNGUS, WET ROT AND DRY ROT
8E3845	0713	EARTH MOVEMENT AMENDATORY ENDORSEMENT
8E3773	0311	PROVIDE NOTICE OF CANCELLATION TO ANOTHER ENTITY
IL0952	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL0985	1220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE
8E2119	0796	DIVIDEND PLAN ENDORSEMENT
8E3797	0112	LIMITED BACKUP OF SEWERS OR DRAINS COVERAGE (NOT FLOOD-RELATED)
8E3769	0812	MISCELLANEOUS OUTDOOR STRUCTURES
8E4263	0720	THEFT OF BUILDING MATERIAL AND SUPPLIES - NEWLY CONSTRUCTED BUILDING
8E4278	0320	CYBER INCIDENT EXCLUSION
8E3633	0721	CRISIS EVENT EXPENSE COVERAGE
8E2637	1212	EQUIPMENT BREAKDOWN COVERAGE
8E2721	1298	EXCLUSION:COMPUTER AND OTHER ELECTRONIC-RELATED PROBLEMS(OTHER THAN
CP0133	0518	NEW YORK CHANGES
IL0268	0114	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL
8E1846	0392	SCHOOLS-LIMITED WATER DAMAGE
8S3515	1104	FLOOD COVERAGE SCHEDULE
IL0183	0808	NEW YORK CHANGES - FRAUD
CP1065	1000	FLOOD COVERAGE ENDORSEMENT
CP1032	0808	WATER EXCLUSION ENDORSEMENT
8E2696	0798	SPOILAGE COVERAGE
CP0178	0808	NEW YORK-EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
8E3831NY	0716	EDUCATIONAL INSTITUTIONS FLOOD DEDUCTIBLE
8D2274	0305	DATA PROCESSING COVERAGE DECLARATIONS
CP0030	0402	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
8C2274	0405	DATA PROCESSING COVERAGE FORM
CP0417	0402	UTILITY SERVICES - DIRECT DAMAGE
8E2144	0305	MECHANICAL AND ELECTRICAL BREAKDOWN EXCLUSION
8E1965	0493	COLLEGES AND SCHOOLS DEDUCTIBLES
CP1545	0402	UTILITY SERVICES-TIME ELEMENT
8E2794	0405	MECHANICAL AND ELECTRICAL BREAKDOWN REDEFINED
CP0407	1091	POLLUTANT CLEAN UP AND REMOVAL ADDITIONAL AGGREGATE LIMIT OF INSURAN
CP0415	1000	DEBRIS REMOVAL ADDITIONAL INSURANCE

POLICY NUMBER: CPP 1400622

COMMERCIAL AUTO LIABILITY
COMMERCIAL GENERAL LIABILITY
COMMERCIAL INLAND MARINE
COMMERCIAL PROPERTY
BUSINESSOWNERS
CRIME

SUPPLEMENTAL DECLARATIONS

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORM -----	EDITION -----	TITLE -----
CP1030	0402	CAUSES OF LOSS - SPECIAL FORM
CP0405	0402	ORDINANCE OR LAW COVERAGE
CP1035	0695	WATERCRAFT EXCLUSION
CP1410	0695	ADDITIONAL COVERED PROPERTY
8E1613	0489	POLICY CHANGES/EXTENSION SCHEDULE
8E1613S	0790	POLICY CHANGES - CONTINUED

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. - **Definitions.**

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this Section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery and
 - (b) Equipment;
- (4) 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;
- (5) 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 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property - Separation of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains

- n. Electronic data, except as provided under **Additional Coverages - Electronic Data**. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This Paragraph n., does not apply to your "stock" of prepackaged software.

- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data.
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-Owned Detached Trailers.

- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes of Loss Form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

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

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no coinsurance penalty.

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 - \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 - \$500)
Debris Removal Expense	\$ 30,000
Debris Removal Expense Payable	
Basic Amount	\$ 10,500
Additional Amount	\$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

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 for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
 - (2) Required by local ordinance.
- No Deductible applies to this Additional Coverage.

d. Pollutant Clean Up And Removal

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

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

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.

- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
 - (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
 - (5) Under this Additional Coverage, we will not pay for:
 - (a) The enforcement of any ordinance or law which requires 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 "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
 - (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable coinsurance percentage.
The amount payable under this Additional Coverage is additional insurance.
 - (7) With respect to this Additional Coverage:
 - (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.
 - (8) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
 - (9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.
- f. Electronic Data**
- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered - Electronic Data.
 - (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
 - (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage - Electronic Data, subject to the following:

- (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage - Electronic Data is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
 - (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage - Electronic Data includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Electronic Data.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage - Electronic Data is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

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

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

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

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

b. Personal Effects And Property Of Others

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

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered - Electronic Data.
- (2) If the Causes Of Loss - Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) If the Causes Of Loss - Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-Premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or

(b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

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

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-Owned Detached Trailers

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

- (a) The trailer is used in your business;
- (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
- (c) You have a contractual responsibility to pay for loss or damage to the trailer.

(2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;

(b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes of Loss Form as shown in the Declarations.

C. Limits Of Insurance

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

The most we will pay for loss or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

The limits applicable to the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example No. 1:

(This example assumes there is no coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance - Bldg. 1:	\$ 60,000
Limit of Insurance - Bldg. 2:	\$ 80,000
Loss to Bldg. 1:	\$ 60,100
Loss to Bldg. 2:	\$ 90,000

The amount of loss to Bldg. 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Bldg. 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Bldg. 1:

\$ 60,100
- 250
<u> </u>
\$ 59,850 Loss Payable - Bldg. 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Bldg. 2. Loss payable for Bldg. 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable: \$59,850 + 80,000 = \$139, 850

Example No. 2:

(This example, too, assumes there is no coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example No. 1.

Loss to Bldg. 1: \$ 70,000
(exceeds Limit of Insurance plus Deductible)
Loss to Bldg. 2: \$ 90,000
(exceeds Limit of Insurance plus Deductible)
Loss Payable - Bldg. 1: \$60,000
(Limit of Insurance)
Loss Payable - Bldg. 2: \$80,000
(Limit of Insurance)
Total amount of loss payable:
\$140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

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

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.

- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:
 - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.

- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in **b.**, **c.**, **d.** and **e.** below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.
The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value even when attached to the building:
 - (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

- d. Glass at the cost of replacement with safety glazing material if required by law.

e. Tenant's Improvements and Betterments at:

- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
- (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

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

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.
Instead, we will determine the most we will pay using the following steps:
 - (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
 - (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);

- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example No. 1 (Underinsurance):

When:	The value of the property is	\$ 250,000
	The Coinsurance percentage for it is	80%
	The Limit of Insurance for it is	\$ 100,000
	The Deductible is	\$ 250
	The amount of loss is	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example No. 2 (Adequate Insurance):

When:	The value of the property is	\$ 250,000
	The Coinsurance percentage for it is	80%
	The Limit of Insurance for it is	\$ 200,000
	The Deductible is	\$ 250
	The amount of loss is	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$39,750 ($\$40,000$ amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example No. 3:

When:	The value of property is:	
	Bldg. at Location No. 1	\$ 75,000
	Bldg. at Location No. 2	\$ 100,000
	Personal Property at Location No. 2	\$ 75,000
		<u>\$ 250,000</u>

The Coinsurance percentage for it is 90%

The Limit of Insurance for Buildings and Personal Property at

Location Nos. 1 and 2 is	\$ 180,000
The Deductible is	\$ 1,000

The amount of loss is:	
Bldg. at Location No. 2	\$ 30,000
Personal Property at Location No. 2.	\$ 20,000
	<u>\$ 50,000</u>

Step (1): $\$250,000 \times 90\% = \$225,000$
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

- c. The terms of this Optional Coverage apply only to loss or damage that occurs:

- (1) On or after the effective date of this Optional Coverage; and
- (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If:	The applicable Limit of Insurance is	\$ 100,000
	The annual percentage increase is	8%
	The number of days since the beginning of the policy year (or last policy change) is	146
	The amount of increase is $\$100,000 \times .08 \times 146$	
	$\div 365 =$	\$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;

- (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

 - (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Condition of this Coverage Form; and
 - (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - **Definitions.**

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- a. Business Income including "Rental Value".
- b. Business Income other than "Rental Value".
- c. "Rental Value".

If option a. above is selected, the term Business Income will include "Rental Value". If option c. above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

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

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

- a. The portion of the building which you rent, lease or occupy; and
- b. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

2. Extra Expense

- a. Extra Expense coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes of Loss Form as shown in the Declarations.

4. Additional Limitation - Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage - Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage - Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

5. Additional Coverages

a. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for Extra Expense will begin immediately after the time of that action and will end:

- (1) 3 consecutive weeks after the time of that action; or
 - (2) When your Business Income coverage ends;
- whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

- (1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) 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

- (ii) 30 consecutive days after the date determined in (1)(a) above.

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

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - (i) 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
 - (ii) 30 consecutive days after the date determined in (2)(a) above.

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

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation - Interruption Of Computer Operations.

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.

- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:

- (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

- (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations includes Collapse as set forth in that form.

- (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Interruption Of Computer Operations.

- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage - Interruption of Computer Operations is \$2,500 for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. 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.

- (5) This Additional Coverage - Interruption in Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

This Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

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

The limit applicable to the Coverage Extension is in addition to the Limit of Insurance.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations and New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

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

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of loss:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.

- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- 3. Loss Determination**
- a. The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.
- c. Resumption Of Operations**
- We will reduce the amount of your:
- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- a. The Coinsurance percentage shown for Business Income in the Declarations; times
- b. The sum of:
 - (1) The Net Income (Net Profit or Loss before income taxes), and
 - (2) Operating expenses, including payroll expenses,
that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

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

1. Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
2. Divide the Limit of Insurance for the described premises by the figure determined in Step 1.; and
3. Multiply the total amount of loss by the figure determined in Step 2.

We will pay the amount determined in Step 3, or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

1. Prepaid freight - outgoing;
2. Returns and allowances;
3. Discounts;

4. Bad debts;
5. Collection expenses;
6. Cost of raw stock and factory supplies consumed (including transportation charges);
7. Cost of merchandise sold (including transportation charges);
8. Cost of other supplies consumed (including transportation charges);
9. Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
10. Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
11. All ordinary payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
12. Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion - not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

Example No. 1 (Underinsurance):

When:	The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been	\$	400,000
	The Coinsurance percentage is		50%
	The Limit of Insurance is	\$	150,000
	The amount of loss is	\$	80,000
Step 1:	$\$400,000 \times 50\% = \$200,000$ (the minimum amount of insurance to meet your Coinsurance requirements)		
Step 2:	$\$150,000 \div \$200,000 = .75$		
Step 3:	$\$80,000 \times .75 = \$60,000$		

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

Example No. 2 (Adequate Insurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been \$ 400,000
 The Coinsurance percentage is 50%
 The Limit of Insurance is \$ 200,000
 The amount of loss is \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$400,000 x 50%). Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense coverage.

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
 - (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
 - (2) The Limit of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 - (1) The Limit of Insurance, multiplied by
 - (2) The fraction shown in the Declarations for this Optional Coverage.

Example:

When: The Limit of Insurance is \$ 120,000
 The fraction shown in the Declarations for this Optional Coverage is 1/4
 The most we will pay for loss in each period of 30 consecutive days is:
 \$120,000 x 1/4 = \$30,000
 If, in this example, the actual amount of loss is:

Days 1-30	\$ 40,000
Days 31-60	20,000
Days 61-90	30,000
	\$ 90,000

We will pay:

Days 1-30	\$ 30,000
Days 31-60	20,000
Days 61-90	30,000
	\$ 80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

a. To activate this Optional Coverage:

- (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
 - (a) During the 12 months prior to the date of the Work Sheet; and
 - (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
 - (a) The Coinsurance percentage shown in the Declarations; multiplied by
 - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.

b. The Additional Condition, Coinsurance, is suspended until:

- (1) 12 months after the effective date of this Optional Coverage; or

- (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
 - (1) Within 12 months of the effective date of this Optional Coverage; or
 - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
 - (1) The Business Income Limit of Insurance; divided by
 - (2) The Agreed Value.

Example:

When:	The Limit of Insurance is	\$ 100,000
	The Agreed Value is	\$ 200,000
	The amount of loss is	\$ 80,000
Step (a):	$\$100,000 \div \$200,000 = .50$	
Step (b):	$.50 \times \$80,000 = \$40,000$	

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph A.5.c., Extended Business Income, the number "30" in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

- 1. "Finished Stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.
- 2. "Operations" means:
 - a. Your business activities occurring at the described premises; and
 - b. The tenantability of the described premises, if coverage for Business Income including "Rental Value" or "Rental Value" applies.

- 3. "Period of Restoration" means the period of time that:
 - a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage for Business Income coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

- 4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 5. "Rental Value" means Business Income that consists of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and

(2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

6. "Suspension" means:

- a. The slowdown or cessation of your business activities; or
- b. That a part or all of the described premises is rendered untenable, if coverage for Business Income including "Rental Value" or "Rental Value" applies.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. If this policy covers the interest of the owner of any of the following types of buildings or structures:

1. Residential, except owner-occupied single-family or owner-occupied two-family buildings or structures;
2. Commercial; or
3. Industrial;

the following provision is added:

Before payment to you for loss or damage to the above buildings or structures caused by or resulting from fire, we will:

- (1) Deduct from your payment the claim of any tax district that issues a certificate of lien in accordance with the Insurance Law; and
- (2) Pay directly to the tax district the amount of the claim.

When we pay that claim, we will have no obligation to pay the amount of that claim to you. Our payment of that claim within 30 days of our receipt of the certificate of lien will be a conclusive presumption that the claim was valid and properly paid.

B. The following is added with respect to any Condition of this Coverage Part which requires you to notify us of loss or to notify us of an accident, claim or "suit":

1. Notice given by or on your behalf; or
2. Written notice by or on behalf of any claimant;

to any of our agents in New York State, which adequately identifies you, will be the same as notice to us.

C. Legal Action Against Us

1. The **Legal Action Against Us** Loss Condition in the Legal Liability Coverage Form is replaced by the following:

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from you; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

2. Paragraph **b.** of Additional Condition **H.5. Legal Action Against Us** in the Mortgageholders Errors And Omissions Coverage Form is replaced by the following:

b. No person or organization has a right under Coverages **C** and **D**:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from you; or
- (2) To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

- D. The **Examination Of Your Books And Records** Common Policy Condition is replaced by the following:

Examination Of Your Books And Records

1. Except as provided in 2. below, we may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
2. We will conduct an audit to determine the final premium due or to be refunded, for coverage for which an advance or deposit premium was paid based on estimated exposure. But the audit may be waived if:
 - a. The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500; or
 - b. The policy requires notification to the insurer with the specific identification of any additional exposure units (e.g., buildings) for which coverage is requested.

If the audit is not waived, it must be completed within 180 days after:

- a. The expiration date of the policy; or
- b. The anniversary date, if this is a continuous policy or a policy written for a term longer than one year.

- E. The following sentence is deleted from Paragraph A. in the Legal Liability Coverage Form:

We will have the right and duty to defend any "suit" seeking those damages.

The following sentence is added to Paragraph A. in the Legal Liability Coverage Form:

We will have the right and duty to defend any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent.

- F. The following sentence is deleted from Paragraph A.3. in the Mortgageholders Errors And Omissions Coverage Form:

We will have the right and duty to defend any "suit" seeking those damages.

The following is added to Paragraph A.3. in the Mortgageholders Errors And Omissions Coverage Form:

We will have the right and duty to defend any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent.

- G. The following Condition is added to Paragraph D. of the Legal Liability Coverage Form and Paragraph F.4. of the Mortgageholders Errors And Omissions Coverage Form:

Transfer Of Duties When A Limit Of Insurance Is Used Up

1. If we conclude that, based on claims or "suits" which have been reported to us and to which this insurance may apply, a Limit of Insurance is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
2. When the Limit of Insurance has actually been used up in the payment of judgments or settlements:
 - a. We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (1) Such a limit has actually been used up; and
 - (2) Our duty to defend "suits" seeking damages subject to that limit has also ended.
 - b. We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- c. The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
 - 3. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2.b. above.
The duty of the first Named Insured to reimburse us will begin on:
 - a. The date on which the applicable limit of insurance is used up, if we sent notice in accordance with Paragraph 1. above; or
 - b. The date on which we sent notice in accordance with Paragraph 2.a. above, if we did not send notice in accordance with Paragraph 1. above.
 - 4. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.
- H. Except as provided in I. below, the **Appraisal** Condition is replaced by the following:
- Appraisal**
- 1. If we and you disagree on the value of the property, the extent of the loss or damage or the amount of the loss or damage, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand.
 - 2. If we or you fail to proceed with the appraisal of the covered loss after a written demand is made by either party, then either party may apply to a court having jurisdiction for an order directing the party that failed to proceed with the appraisal to comply with the demand for the appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such order.
- 3. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property, the extent of the loss or damage and the amount of the loss or damage. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.
 - 4. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
- If there is an appraisal, we will still retain our right to deny the claim.
- I. The **Appraisal** Condition in:
- 1. Business Income (And Extra Expense) Coverage Form CP 00 30; and
 - 2. Business Income (Without Extra Expense) Coverage Form CP 00 32;
- is replaced by the following:
- Appraisal**
- 1. If we and you disagree on the amount of Net Income and operating expense, the extent of the loss or damage or the amount of the loss or damage, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand.
 - 2. If we or you fail to proceed with the appraisal of the covered loss after a written demand is made by either party, then either party may apply to a court having jurisdiction for an order directing the party that failed to proceed with the appraisal to comply with the demand for the appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such order.
 - 3. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense, the extent of the loss or damage and the amount of the loss or damage. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

4. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.

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

- J. The following provision is added to the Commercial Property Coverage Part:

Estimation Of Claims

Upon request, we will furnish you or your representative with a written estimate of damages to real property specifying all deductions, provided such an estimate has been prepared by us or has been prepared on our behalf for our own purposes. This estimate will be provided within 30 days after your request or its preparation, whichever is later.

- K. The following provision is added to the Legal Liability Coverage Form and supersedes any provision to the contrary:

Failure to give prompt notice to us, as required under this Coverage Form, shall not invalidate any claim made by you or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by you or any other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - FUNGUS, WET ROT AND DRY ROT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** In the Causes Of Loss - Basic Form, Causes Of Loss - Broad Form, Causes Of Loss - Special Form, and Mortgageholders Errors And Omissions Coverage Form, the exclusion titled "Fungus", Wet Rot, Dry Rot And Bacteria and the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria are deleted. Under these forms, the following exclusion is added:
- We will not pay for loss or damage caused by or resulting from "fungus", wet rot or dry rot. However, this exclusion does not apply when "fungus", wet rot or dry rot results from a Covered Cause of Loss.
- B.** In the Building And Personal Property Coverage Form and the Condominium Association Coverage Form, under the Additional Coverage - Increased Cost Of Construction, Paragraph **A.4.e.(5)** is replaced by the following:
- Under this Additional Coverage, we will not pay for:
1. The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants"; or
 2. Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- C.** Paragraph **C.** of Ordinance Or Law Coverage Endorsement **CP 04 05** is replaced by the following:
- We will not pay under Coverage **A**, **B** or **C** of this endorsement for:
1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants"; or
 2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- D.** Paragraph **A.** of Ordinance Or Law - Increased Period Of Restoration Endorsement **CP 15 31** is replaced by the following:
- 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:
1. Regulates the construction or repair of any property;
 2. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
 3. 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:
1. The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants"; or
 2. 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK - EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A. The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part.
- C. The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE*

Bldg. No./ Prem. No.	Cov. A	Cov. B Limit Of Insur.	Cov. C Limit Of Insur.	Cov. B And C Combined Limit Of Insur.
/	<input type="checkbox"/>	\$	\$	\$ **
/	<input type="checkbox"/>	\$	\$	\$ **
/	<input type="checkbox"/>	\$	\$	\$ **

* Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.
 ** Do **not** enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages B and C, or if one of these Coverages is not applicable.

A. Each Coverage - Coverage A, Coverage B and Coverage C - is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for that Coverage(s) in the Schedule.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement apply only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

1. The ordinance or law:

- a.** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- b.** Is in force at the time of loss.

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

2.a. The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or

b. The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.

c. But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

3. In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A, B,** and/or **C** of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section H. of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this endorsement.

C. We will not pay under Coverage **A**, **B** or **C** of this endorsement for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

D. Coverage

1. Coverage A - Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **A** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage **A** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage **A** does not increase the Limit of Insurance.

2. Coverage B - Demolition Cost Coverage

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

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

3. Coverage C - Increased Cost Of Construction Coverage

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

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

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

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

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

b. When a building is damaged or destroyed and Coverage **C** applies to that building in accordance with **3.a.** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **3.a.**:

- (1) The cost of excavations, grading, backfilling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision, **3.b.**

E. Loss Payment

1. All following loss payment Provisions, **E.2.** through **E.5.**, are subject to the apportionment procedures set forth in Section **B.3.** of this endorsement.

2. When there is a loss in value of an undamaged portion of a building to which Coverage A applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
 - b. If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
3. Unless Paragraph E.5. applies, loss payment under Coverage B - Demolition Cost Coverage will be determined as follows:
We will not pay more than the lesser of the following:
 - a. The amount you actually spend to demolish and clear the site of the described premises; or
 - b. The applicable Limit of Insurance shown for Coverage B in the Schedule above.
4. Unless Paragraph E.5. applies, loss payment under Coverage C - Increased Cost of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage C:
 - (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:
 - (1) The increased cost of construction at the same premises; or
 - (2) The applicable Limit of Insurance shown for Coverage C in the Schedule above.
 - c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:
 - (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit of Insurance shown for Coverage C in the Schedule above.
5. If a **Combined** Limit of Insurance is shown for Coverages B and C in the Schedule above, Paragraphs E.3. and E.4. of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:
The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit of Insurance shown for Coverages B and C in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:
 - a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
 - b. With respect to the Increased Cost of Construction:
 - (1) We will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another premises; and
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

- (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

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

G. Under this endorsement we will not pay for loss due to any ordinance or law that:

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

H. Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section B.3. of this endorsement.)

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Coverage C of this endorsement: \$60,000

Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the Coverage C loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under Coverages A and B of this endorsement.

I. The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTANT CLEAN UP AND REMOVAL ADDITIONAL AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- BUILDERS' RISK COVERAGE FORM
- STANDARD PROPERTY POLICY
- TOBACCO SALES WAREHOUSE COVERAGE FORM

SCHEDULE*

Prem. No.	Additional Aggregate Limit of Insurance	Deductible	Additional Premium
ALL	SEE UNIFLEX		

- A.** The \$10,000 annual aggregate limit for the POLLUTANT CLEAN UP AND REMOVAL Additional Coverage is increased by the Additional Aggregate Limit of Insurance shown in the Schedule.
- B.** We will not pay under this endorsement for "pollutants" clean up or removal costs in any occurrence until the total of all such costs exceeds the sum of:
1. The \$10,000 aggregate limit from the basic Pollutant Clean Up and Removal Additional Coverage, less any prior payments for the same policy year; plus
 2. The Deductible shown in the Schedule.

We will then pay the costs in excess of that sum, until the Additional Aggregate Limit of Insurance shown in the Schedule is used up during the applicable 12-month period.

Example:

The cost of "pollutants" clean up and removal is	\$40,000
The remaining aggregate from the basic Additional Coverage (assuming \$4,000 has previously been paid for the same policy year) is	\$ 6,000

The Deductible shown in the Schedule is

	\$10,000
--	----------

The Pollutant Clean Up and Removal Additional Aggregate Limit of Insurance is

	\$25,000
--	----------

We will determine the most we will pay under this endorsement as follows:

The cost incurred	\$40,000
Less the sum of the remaining basic Additional Coverage aggregate	\$ 6,000
and the Deductible <u>10,000.</u>	<u>-16,000</u>

The most we will pay under this endorsement is	\$24,000.
--	-----------

The remaining benefit under this endorsement for costs incurred for the policy year is \$1,000.

- C.** No other Deductible in this policy applies to this endorsement.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEBRIS REMOVAL ADDITIONAL INSURANCE

This endorsement modifies insurance provided under the following:

- BUILDERS' RISK COVERAGE FORM
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY
- TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE*

Prem. No.	Bldg. No.	Debris Removal Amount	Additional Premium
<p>*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.</p>			

The additional amount of \$10,000 for debris removal in the **Debris Removal** Additional Coverages section is replaced by the higher amount shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY SERVICES - DIRECT DAMAGE

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUILDERS' RISK COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY
- TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE*

	Communication Supply (not including overhead transmission lines)	Communication Supply (including overhead transmission lines)	Power Supply (not including overhead transmission lines)	Power Supply (including overhead transmission lines)
Water Supply <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prem. No.	Bldg. No.	Covered Property SEE UNIFLEX		Utility Services Limit Of Insurance
				Causes Of Loss Form Applicable

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

A. Coverage

We will pay for loss of or damage to Covered Property described in the Schedule, caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss (as indicated in the Schedule) to the property described in Paragraph C. if such property is indicated by an "X" in the Schedule and is located off the described premises.

B. Exception

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

C. Utility Services

1. **Water Supply Services**, meaning the following types of property supplying water to the described premises:
 - a. Pumping stations; and
 - b. Water mains.
2. **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - a. Communication transmission lines, including optic fiber transmission lines
 - b. Coaxial cables; and
 - c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

3. **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - a. Utility generating plants;
 - b. Switching stations;
 - c. Substations;
 - d. Transformers; and
 - e. Transmission lines.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

- D. If a Utility Services Limit of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit of Insurance stated in the Declarations or in the Separation of Coverage endorsement as applicable to the Covered Property.

If no Limit of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit of Insurance on the Covered Property as shown in the Declarations or in the Separation of Coverage endorsement. But this Utility Services endorsement does not increase the applicable Limit of Insurance.

CAUSES OF LOSS - SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section F. - Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section B., Exclusions; or
2. Limited in Section C., Limitations; that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

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

e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in Paragraph B.4.a.(1) applies to these coverages.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in g.(1) through g.(4) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- 1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
- 2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

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

- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.
 - b. Delay, loss of use or loss of market.
 - c. Smoke, vapor or gas from agricultural smudging or industrial operations.
 - d.(1) Wear and tear;
 - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (3) Smog;
 - (4) Settling, cracking, shrinking or expansion;
 - (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

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

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - j. Rain, snow, ice or sleet to personal property in the open.
 - k. Collapse, except as provided below in the Additional Coverage for Collapse. But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.
 - m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- c. Faulty, inadequate or defective:
- (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs outside of a covered building. Failure includes lack of sufficient capacity and reduction in supply.
But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.
- (2) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".
 This exclusion does not apply to Extra Expense.
- (3) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (4) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

- (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

- (5) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

- (6) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a. Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph B.1.a., Ordinance Or Law;
 - (b) Paragraph B.1.c., Governmental Action;
 - (c) Paragraph B.1.d., Nuclear Hazard;
 - (d) Paragraph B.1.e., Utility Services; and
 - (e) Paragraph B.1.f., War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

- 1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
- (2) Business Income coverage or Extra Expense coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

- a. Animals, and then only if they are killed or their destruction is made necessary.
- b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

- (1) Glass; or
- (2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
 - (2) To Business Income coverage or to Extra Expense coverage.
3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
- a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income coverage or to Extra Expense coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:
- a. Results in discharge of any substance from an automatic fire protection system; or
 - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income coverage or to Extra Expense coverage.

D. Additional Coverage - Collapse

The term Covered Cause of Loss includes the Additional Coverage - Collapse as described and limited in D.1. through D.5. below.

1. With respect to buildings:
 - a. 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;
 - b. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;
 - c. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building;
 - d. A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
2. We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:
 - a. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;
 - b. Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - d. Weight of people or personal property;
 - e. Weight of rain that collects on a roof;

- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in 2.a. through 2.e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

The criteria set forth in 1.a. through 1.d. do not limit the coverage otherwise provided under this Causes of Loss Form for the causes of loss listed in 2.a., 2.d. and 2.e.

- 3. With respect to the following property:
 - a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
 - b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;

if the collapse is caused by a cause of loss listed in 2.b. through 2.f., we will pay for loss or damage to that property only if:

 - a. Such loss or damage is a direct result of the collapse of a building insured under this Coverage Form; and
 - b. The property is Covered Property under this Coverage Form.
- 4. If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - a. The collapse was caused by a Cause of Loss listed in 2.a. through 2.f. above;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in 3. above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 4. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- 5. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.

E. Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

- 1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A "specified cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
- 2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
- 3. The coverage described under E.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage - Collapse.

6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense coverage form.

- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

- b. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.

- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.

- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, F.3., does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or

- (2) Sinking or collapse of land into man-made underground cavities.
- b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The exclusion in Paragraph **B.** replaces the **Water Exclusion** in this Coverage Part or Policy.

B. Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or

5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 5., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 5., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - SPECIAL FORM

The following is added to the EXCLUSIONS section:

We will not pay for loss or damage to the following property caused by or resulting from watercraft:

- A.** Retaining walls that are not part of a building;
- B.** Bulkheads; or
- C.** Pilings, piers, wharves or docks.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** When this endorsement is attached to the Standard Property Policy, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.
- B.** This endorsement applies to the Covered Property and Coverages for which a Flood Limit of Insurance is shown in the Flood Coverage Schedule or in the Declarations.
- C. Additional Covered Cause Of Loss**
The following is added to the Covered Causes Of Loss:
Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas due to:
1. The overflow of inland or tidal waters;
 2. The unusual or rapid accumulation or runoff of surface waters from any source; or
 3. Mudslides or mudflows which are caused by flooding as defined in C.2. above. For the purpose of this Covered Cause Of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.
- All flooding in a continuous or protracted event will constitute a single flood.
- D. Exclusions, Limitations And Related Provisions**
1. The Exclusions and Limitation(s) sections of the Causes Of Loss Form (and the Exclusions section of the Mortgageholders Errors And Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement except as provided in D.2. and D.3. below.
 2. To the extent that a part of the Water Exclusion might conflict with coverage provided under this endorsement, that part of the Water Exclusion does not apply.
 3. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.
 4. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.
 5. The following exclusions and limitations are added and apply to coverage under this endorsement:
 - a. We will not pay for any loss or damage caused by or resulting from any Flood that begins before or within 72 hours after the inception date of this endorsement. If you request and we provide an increase in the stated Limit of Insurance for Flood, the increase will not apply to loss or damage from any Flood that begins before or within 72 hours after your request was made.
If the Flood is due to the overflow of inland or tidal waters, then the Flood is considered to begin when the water first overflows its banks.
 - b. We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.

- c. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood. However, coverage under this endorsement includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause Flood.
 - d. We do not cover loss or damage by Flood to personal property in the open except to the extent that such coverage, if any, is specified in the Flood Coverage Schedule or in the Declarations.
 - e. Property Not Covered, in the Coverage Form to which this endorsement is attached, is amended and supplemented as follows with respect to Flood Coverage:
 - (1) Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq. and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 et seq.
 - (2) Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - (3) If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building, have been removed from Property Not Covered and added as Covered Property by separate endorsement, this Flood Coverage Endorsement does not apply to such property.
 - (4) The following are removed from Property Not Covered and are therefore Covered Property:
 - (a) Foundations below the lowest basement floor or the subsurface of the ground; and
 - (b) Underground pipes, flues and drains.
 - f. We will not pay for loss or damage caused by sewer back-up or overflow unless such back-up or overflow results from Flood and occurs within 72 hours after the flood recedes.
- E. Additional Coverages And Coverage Extensions**
1. With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a Limit Of Insurance clause or an endorsement) is not applicable and is replaced by the following:

DEBRIS REMOVAL

 - a. We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from Flood. However, we will not pay to remove deposits of mud or earth from the grounds of the described premises.
 - b. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the described premises by Flood.
 - c. This coverage for Debris Removal, as set forth in E.1.a. and E.1.b. above, does not increase the applicable Limit of Insurance for Flood. Therefore, the most we will pay for the total of debris removal and loss or damage to Covered Property is the Limit of Insurance for Flood that applies to the Covered Property at the affected described premises covered under this endorsement.
 2. With respect to Flood Coverage, the Coverage Extension for Newly Acquired or Constructed Property is amended by adding the following:
 - a. With respect to Flood 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 Flood Coverage. Instead, the most we will pay for all loss or damage to property covered under this Coverage Extension is 10% of the total of all Limits of Insurance for Flood Coverage as provided under this endorsement. Such coverage does not increase the Limit of Insurance for Flood.

3. With respect to any applicable Additional Coverages and Coverage Extensions in the Coverage Form to which this endorsement is attached, other than those addressed in E.1. and E.2. above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for Flood.

F. Coinsurance

1. The Coinsurance Condition, if any, in the applicable Coverage Form applies to the coverage provided under this endorsement, unless the No-Coinsurance Option, in the Flood Coverage Schedule or in the Declarations, is specified as being applicable.
2. Various Coverage Extensions, in the Coverage Form to which this endorsement is attached, require coinsurance. If the No-Coinsurance Option applies, then the coinsurance requirement for such Coverage Extensions is eliminated.

G. Limit Of Insurance

1. General Information

Flood Coverage may be written at a Limit of Insurance that is equal to or less than the Limit of Insurance which applies to other Covered Causes of Loss (e.g., Fire) under this Commercial Property Coverage Part.

The Limit of Insurance for Flood is shown in the Flood Coverage Schedule or in the Declarations. If such Limit is not shown, then the Limit applicable to Fire also applies to Flood.

2. Application Of Limit And Aggregate

The Limit of Insurance for Flood is the most we will pay in a single occurrence of Flood for loss or damage caused by the Flood. If there is more than one Flood in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Flood is the amount that is identified as the Annual Aggregate for Flood as shown in the Flood Coverage Schedule or the Declarations.

If the Limit of Insurance and the Annual Aggregate amount are the same, or if there is no amount stated as an Annual Aggregate, then the Limit of Insurance is the most we will pay for the total of all loss or damage that is caused by Flood in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Flood during that period of time. Thus, if the first Flood does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent Flood(s).

If a single occurrence of Flood begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance or Annual Aggregate applicable to the following annual policy period will **not** apply to that Flood.

3. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will **not** pay the sum of the Fire and Flood Limits.

EXAMPLES - ENSUING LOSS

Two examples follow, using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes of Loss - Basic Form (which covers fire) and this Flood Coverage Endorsement. A building is damaged by Flood and by Fire which is caused by the Flood. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Flood is \$400,000. The Flood Deductible amount is \$5,000.

EXAMPLE #1

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

Payment for Flood damage is \$400,000 (\$500,000 damage minus \$5,000 Flood 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 Flood Limit)

Total Loss Payment is \$800,000.

EXAMPLE #2

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

Payment for Flood damage is \$400,000 (\$800,000 damage minus \$5,000 Flood 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 flood and ensuing loss. Therefore, the loss payment stated for flood damage does not address the situation where another policy also covers the flood damage.

H. Deductible

1. The Deductible for coverage provided under this endorsement is the Deductible applicable to Flood as shown in the Flood Coverage Schedule or in the Declarations.
2. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
3. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).

I. Other Insurance

The Other Insurance Commercial Property Condition is replaced by the following with respect to the coverage provided under this endorsement:

1. If the loss is also covered under a National Flood Insurance Program (NFIP) policy, or if the property is eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood as stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

However, this Provision I.1. does not apply under the following circumstances:

- a. At the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this Flood Coverage Endorsement was written; or
 - b. An NFIP policy is not in effect because we have agreed to write this Flood Coverage Endorsement without underlying NFIP coverage. There is such an agreement only if the Flood Coverage Schedule or the Declarations indicate that the Underlying Insurance Waiver applies.
2. If there is other insurance covering the loss, other than that described in I.1. above, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit of Insurance stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED PROPERTY

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT- OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

The following is withdrawn from PROPERTY NOT COVERED and added to COVERED PROPERTY:

SCHEDULE*

Prem. No.	Bldg. No.	Paragraph Reference	Description of Property	Type of Property Coverage (Enter BUILDING or PERSONAL PROPERTY)
ALL	ALL	SEE 8E1613		

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY SERVICES - TIME ELEMENT

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
 EXTRA EXPENSE COVERAGE FORM

SCHEDULE*

Water Supply Property	Communication Supply Property (not including overhead transmission lines)	Communication Supply Property (including over- head transmission lines)	Power Supply Property (not including overhead transmission lines)	Power Supply Property (including overhead transmission lines)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prem. No.	Bldg. No.	Causes Of Loss Form Applicable	Utility Services Limit Of Insurance	
SEE UNIFLEX				
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.				

A. Coverage

Your coverage for Business Income and/or Extra Expense, as provided and limited in the applicable Coverage Form, is extended to apply to a "suspension" of "operations" at the described premises caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss (as indicated in the Schedule) to the property described in Paragraph C, if such property is indicated by an "X" in the Schedule and is located outside of a covered building described in the Declarations.

B. Exception

Coverage under this endorsement does not apply to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

C. Utility Services

1. **Water Supply Services**, meaning the following types of property supplying water to the described premises:

- a. Pumping stations; and
- b. Water mains.

2. **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:

- a. Communication transmission lines, including optic fiber transmission lines;
- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

3. **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmission lines.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

D. The Coinsurance Additional Condition does not apply to this endorsement.

E. The Utility Services Limit of Insurance, as shown in the Schedule, is the only Limit which applies to the coverage provided under this endorsement, and is part of, not in addition to, the Limit of Insurance stated in the Declarations as applicable to the described premises.



NEW YORK STATE DEPARTMENT OF STATE
OFFICE OF FIRE PREVENTION AND CONTROL

HAZARDOUS MATERIALS REPORT FORM
(General Municipal Law, §209-u)

The information entered herein is essential to your local fire chief for the protection of your employees, the firefighters and citizens in the immediate area, and to reduce damage to your property in the event of a fire or an emergency.

Every fire insurance policyholder, engaged in commerce in this state, is required by law to report the presence of hazardous materials at their business address.

Failure to file in accordance with the provisions of section 209-u of the General Municipal Law could result in a fine.

A separate report is required annually for each business address.

WHEN COMPLETED, THIS FORM MUST BE SENT TO YOUR LOCAL FIRE DEPARTMENT.

Hazardous Materials Location*

Firm Name _____	Street Add. Only _____
Bus. Add. _____	Bldg. Name or No. _____
City, State, Zip _____	City, State, Zip _____
Tel. No. _____	Policy Anniv. Date _____
Name Emergency Contact _____	Bus. Tel. _____ Home Tel. _____

(Signature and Title of Person Completing Form)

*It is suggested that a separate form be filled out for each building that contains hazardous materials.

EXEMPTIONS

Requests for exemptions from this law must be made in writing, attached to this form, and filed annually with your local fire department not later than the anniversary date of your policy.

All exemptions approved shall expire on the next policy anniversary date.

Exemptions denied shall require that the insured file a completed hazardous materials report form within 15 days of denial.

FOR FIRE DEPARTMENT USE ONLY

Exemptions: Approved _____ Denied _____ Additional Information Needed _____

(Date)





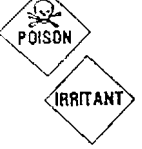








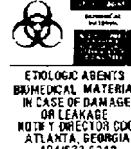
(Signature of Fire Chief)

(Fire Department Name and Address)

(Print Name of Fire Chief)

V Hazardous Material Listing (attach additional sheets if necessary)

Note: Definitions of symbols are on the second page of the instruction sheet.

Identifying Symbol	Material Description & Proper Shipping Name	Total Amount	Identifying Symbol	Material Description & Proper Shipping Name	Total Amount
					
					
					
					
					
					
					

VI Special Considerations/Remarks:

Instructions for Hazardous Material Listing

Identifying Symbol: This area identifies different classes of hazardous material. Most material will fall within one of these classes. If a particular material falls within two or more classes, it should be listed in each applicable class.

Two additional boxes are provided for material that does not fall within any class. These boxes may also be used if additional space is needed to further identify previously listed categories.

Amounts to be reported are shown in Table 1 below.


NOTE: SHIPPING AND PACKAGING LABELS MAY BE OF ASSISTANCE IN IDENTIFYING THE CLASS OF MATERIAL.

Hazardous Material Description and Proper Shipping Name

This area is reserved for the description and name of any hazardous material within a given class. If there is more than one material within a certain class, at a given location, then the most prevalent or most common should be used (indicate "most common").

Total Amount

List the total amount of reportable material within the given class. If the amounts vary from day to day, then the average amount should be listed.

Identifying Symbol	Hazardous Material Description and Proper Shipping Name	Total Amount
	Ethyl Chloride	60 gals.
	(most common)	

Special Considerations/Remarks

This area is reserved for the policyholder and the fire chief for making any notes or comments they feel are pertinent. Several examples are listed below:

1. Building has a sprinkler system.
2. Adjacent building is a school.
3. Guard dogs are on the premises from 6:00 p.m. to 6:00 a.m.
4. Hazardous material amounts may vary greatly from day to day.
5. Poor water supply.
6. Access to the building is poor.
7. Flammable liquid is stored in the same building as oxidizer.

Table 1

Amounts to be Reported

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Explosives and Blasting Agents - any amount 2. Poison Gas - any amount 3. Poison and Irritant - any amount 4. Flammable Liquid - over 5 gallons inside a building and over 10 gallons outside a building 5. Flammable Solid - any amount 6. Flammable Gas - over 2,000 cubic feet at normal temperature 7. Nonflammable Gas - over 6,000 cubic feet at normal temperature | <ol style="list-style-type: none"> 8. Oxidizer - over 50 pounds 9. Organic Peroxide - over 10 pounds 10. Combustible Liquid -over 25 gallons inside a building and over 60 gallons outside a building 11. Radioactive Material - any amount 12. Corrosive Material - over 55 gallons 13. Dangerous When Wet Material - any amount 14. Etiologic Material - any amount |
|--|--|

Hazardous Material Definitions

The following definitions have been abstracted from the Code of Federal Regulations, Title 49 - Transportation, Parts 100 to 199. Refer to the referenced sections for complete details.

NOTE: Rulemaking proposals are outstanding or are contemplated concerning some of these definitions.

Hazardous Materials - Means a substance or material which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property, when transported in commerce, and which has been so designated. (Sec. 171.8)

Multiple Hazards - A material meeting the definitions of more than one hazard class is classed according to the sequence given in Sec. 173.2.

HAZARD CLASS	DEFINITIONS
EXPLOSIVES	An Explosive - Any chemical compound, mixture or device, the primary or common purpose of which is to function by explosion, i.e., with substantially instantaneous release of gas and heat, unless such compound, mixture or device is otherwise specifically classified in Parts 170-189. (Sec. 173.50)
CLASS A EXPLOSIVE	Detonating or otherwise of maximum hazard. The nine types of Class A explosives are defined in Sec. 173.53.
CLASS B EXPLOSIVE	In general, function by rapid combustion rather than detonation and include some explosive devices such as special fireworks, flash powders, etc. Flammable hazard. (Sec. 173.88)
CLASS C EXPLOSIVE	Certain types of manufactured articles containing Class A or Class B explosives, or both, as components but in restricted quantities, and certain types of fireworks. Minimum hazard. (Sec. 173.100)
BLASTING AGENTS	A material designed for blasting which has been tested in accordance with Sec. 173.114a(b) and found to be so insensitive that there is very little probability of accidental initiation to explosion or of transition from deflagration to detonation (Sec. 173.114a(a))
COMBUSTIBLE LIQUID	Any liquid having a flash point above 100°F. and below 200°F. as determined by tests listed in Sec. 173.115(d). Exceptions to this are found in Sec. 173.115(b).
CORROSIVE MATERIAL	Any liquid or solid that causes visible destruction of human skin tissue or a liquid that has a severe corrosion rate on steel. See Sec. 173.240(a) and (b) for details.
FLAMMABLE LIQUID	Any liquid having a flash point below 100°F. as determined by tests listed in Sec. 173.115(d). Exceptions are listed in Sec. 173.115(a).
COMPRESSED GAS	Compressed Gas - Any material or mixture having in the container a pressure exceeding 40 psia at 70°F., or a pressure exceeding 104 psia at 130°F; or any liquid flammable material having a vapor pressure exceeding 40 psia at 100°F. (Sec. 173.300(a))
FLAMMABLE GAS	Any compressed gas meeting the requirements for lower flammability limit, flammability limit range, flame projection, or flame propagation criteria as specified in Sec. 173.300(b).
NONFLAMMABLE GAS	Any compressed gas other than a flammable compressed gas.
FLAMMABLE SOLID	Any solid material, other than an explosive, which is liable to cause fires through friction, retained heat from manufacturing or processing, or which can be ignited readily and when ignited burns so vigorously and persistently as to create a serious transportation hazard. (Sec. 173.150)
ORGANIC PEROXIDE	An organic compound containing the bivalent -O-O structure and which may be considered a derivative of hydrogen peroxide where one or more of the hydrogen atoms have been replaced by organic radicals must be classed as an organic peroxide unless . . . (See Sec. 173.151(a) for details)
OXIDIZER	A substance such as chlorate, permanganate, inorganic peroxide, or a nitrate, that yields oxygen readily to stimulate the combustion of organic matter. (See Sec. 173.151)
POISON A (Poison Gas)	Extremely Dangerous Poisons - Poisonous gases or liquids of such nature that a very small amount of the gas, or vapor of the liquid, mixed with air is dangerous to life. (Sec. 173.326)
POISON B (Poison)	Less Dangerous Poisons - Substances, liquids, or solids (including pastes and semi-solids), other than Class A or Irritating materials, which are known to be so toxic to man as to afford a hazard to health during transportation; or which, in the absence of adequate data on human toxicity, are presumed to be toxic to man. (Sec. 173.343)
IRRITATING MATERIAL	A liquid or solid substance which upon contact with fire or when exposed to air gives off dangerous or intensely irritating fumes, but not including any poisonous material, Class A. (Sec. 173.381)
ETIOLOGIC AGENT	An "etiologic agent" means a viable micro-organism, or its toxin which causes or may cause human disease. (Sec. 173.386) (Refer to the Department of Health, Education and Welfare Regulations, Title 42, CFR, Sec. 72.25(c) for details.)
RADIOACTIVE MATERIAL	Any material, or combination of materials, that spontaneously emits ionizing radiation, and having a specific activity greater than 0.002 microcuries per gram. (Sec. 173.389) NOTE: See Sec. 173.389(a) through (1) for details.
WATER REACTIVE MATERIAL (SOLID)	Means any solid substance (including sludges and pastes) which, by interaction with water, is likely to become spontaneously flammable or to give off flammable or toxic gases in dangerous quantities.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART - FARM PROPERTY - OTHER FARM PROVISIONS FORM - ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART - LIVESTOCK COVERAGE FORM
FARM COVERAGE PART - MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE
FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

FRAUD

We do not provide coverage for any insured ("insured") who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss ("loss") or damage for which coverage is sought under this policy.

However, with respect to insurance provided under the **COMMERCIAL AUTOMOBILE COVERAGE PART**, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 1., 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1)** 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.b.** below.
- (2)** 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph **A.2.b.** below.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:

- (1)** Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(2) Conviction of a crime arising out of acts increasing the hazard insured against;

(3) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

(4) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

(5) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(6) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

(7) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(8) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Department of Financial Services.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation Common Policy Condition**:

7. If one of the reasons for cancellation in Paragraph **A.2.b.** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph **C.3.** below.

2. Conditional Renewal

If we conditionally renew this policy subject to:

a. A change of limits;

b. A change in type of coverage;

c. A reduction of coverage;

d. An increased deductible;

e. An addition of exclusion; or

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

d. If we violate any of the provisions of Paragraph **C.3.a., b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel;

- (2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
 - e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - (1) Upon expiration of the 60-day period, unless Subparagraph (2) below applies; or
 - (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
 - f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.
- D.** The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:
- 1. Items **D.2.** and **D.3.** apply if this policy meets the following conditions:
 - a. The policy is issued or issued for delivery in New York State covering property located in this state; and
 - b. The policy insures:
 - (1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or
 - (2) For loss of or damage to personal property other than farm personal property or business property; or
 - (3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and
 - c. The portion of the annual premium attributable to the property and contingencies described in **1.b.** exceeds the portion applicable to other property and contingencies.
- 2.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 2. Procedure And Reasons For Cancellation**
- a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
 - b. But if this policy:
 - (1) Has been in effect for more than 60 days; or
 - (2) Is a renewal of a policy we issued;
 - we may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - (2) Conviction of a crime arising out of acts increasing the risk of loss;
 - (3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;
 - (4) Discovery of willful or reckless acts or omissions increasing the risk of loss;
 - (5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:
 - (a) Issued the policy; or
 - (b) Last voluntarily renewed the policy;

- (6) The Superintendent of Financial Services' determination that continuing the policy would violate Chapter 28 of the Insurance Law; or
- (7) Required pursuant to a determination by the Superintendent of Financial Services that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:
 - (a) Change of limits; or
 - (b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

- (a) At least 45 days; but
- (b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property - Other Farm Provisions Form - Additional Coverages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

When the property is subject to the Anti-arson Application in accordance with New York Department of Financial Services' Insurance Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

- 1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.
- 2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in E.1. and E.2. above supersede any contrary provisions in this policy including this endorsement.

If the notice in E.1. or E.2. above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

F. The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

Paragraphs f. and g. of the Mortgageholders Condition are replaced by the following:

f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:

(a) The effective date of cancellation of the insured's coverage; or

(b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

(1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

(2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:

(a) The expiration date of the policy; or

(b) 10 days after we give notice to the mortgageholder.

G. The following provisions apply when the following are made a part of this policy:

Commercial General Liability Coverage Part

Employment-Related Practices Liability Coverage Part

Farm Liability Coverage Form

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.

2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I	
Terrorism Premium (Certified Acts)	\$0
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
Any Coverage Part(s) or Form(s) subject to the Terrorism Risk Insurance Act (TRIA)	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE - PART II	
Federal share of terrorism losses	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

DATA PROCESSING COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. - Definitions.

A. COVERAGE

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

a. Covered Property

Covered Property, as used in this Coverage Form, means the following property if a Limit of Insurance is shown in the Declarations for that type of property:

- (1) "Data Processing Equipment";
 - (2) "Computer Programs" And "Media";
- that you own, lease or rent from others, or for which you are legally responsible while at a premises described in the Declarations.

b. Property Not Covered

Covered Property does not include:

- (1) Contraband, or property in the course of illegal transportation or trade;
- (2) Property you rent or lease to others while it's away from the described premises;
- (3) Program supportive documentation such as flow charts, record formats, or narrative descriptions, unless they are converted to "data" form, and then only in that form and only to the extent coverage is provided for "data" in the Additional Coverages;
- (4) A laptop, palmtop, notebook PC, or any portable computer while in transit as checked luggage;
- (5) Stock in trade;
- (6) Copiers, fax machines and their associated equipment;
- (7) Computer equipment used to operate or support production type machinery or equipment;
- (8) "Data" except as provided under the Additional Coverages.

2. Coverage is provided for:

- (a) Business Income And Extra Expense; or
- (b) Extra Expense;

at a premises described in the Declarations when such coverage and a corresponding Limit of Insurance are shown in the Declarations.

a. Business Income

- (1) We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to:

- (a) Covered Property;
- (b) A building or structure at a premises described in the Declarations containing Covered Property if the loss or damage prevents you from using that Covered Property; or
- (c) Air conditioning and power supply systems needed to operate your "data processing equipment" if such loss or damage occurs inside a building or structure at a premises described in the Declarations or within 100 feet of it.

The loss or damage must be caused by or result from a Covered Cause of Loss.

- (2) Business Income means the:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (b) Continuing normal operating expenses incurred, including payroll.

b. Extra Expense

(1) We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to:

- (a) Covered Property while at a premises described in the Declarations;
- (b) A building or structure at a premises described in the Declarations that contains Covered Property, if the loss or damage prevents you from using that Covered Property; or
- (c) The air conditioning and power supply systems needed to operate your "data processing equipment" if such loss or damage occurs inside a building or structure at a premises described in the Declarations or within 100 feet of it.

The loss or damage must be caused by or result from a Covered Cause of Loss.

(2) Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss of or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:

- (a) Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (b) Minimize the "suspension" of business if you cannot continue "operations".

(3) We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes Of Loss

Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is excluded in Section B. Exclusions.

4. Additional Coverages

a. Collapse

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

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

b. Fire Extinguishing Systems Discharge

- (1) We will reimburse you for the cost you incur to refill your fire extinguishing protection systems installed to protect your computer operations if they discharge as intended to control loss or damage from a Covered Cause of Loss.
- (2) If you and we agree, you may refill your discharged fire protection equipment with an alternate extinguishing agent. The alternate extinguishing agent must be mutually agreed upon and must be approved by Underwriters Laboratories, Inc. or another nationally recognized testing laboratory. We will not pay for the cost to adapt your extinguishing system to your alternate choice of extinguishing agents.
- (3) We will also pay such cost if the systems discharge accidentally, but not if they discharge during installation, repair, or recharging.
- (4) You must keep the system in proper working order and repair to maintain this Coverage.

c. Debris Removal

(1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the Policy Period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (a) The date of direct physical loss or damage; or
- (b) The end of the policy period.

(2) Debris Removal does not apply to costs to

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

d. Preservation Of Property

(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 for any direct physical loss or damage to that property:

- (a) While it is being moved or while temporarily stored at another location; and
- (b) Only if the loss or damage occurs during the Policy Period.

You must advise us in writing within ten days after the property is first moved.

(2) We will also pay your expenses to move or store property covered under (1) above. The most we will pay to move or store property in any one occurrence is \$1,000.

e. Pollutant Clean Up And Removal

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

- (1) The date of direct physical loss or damage; or
- (2) The end of the Policy Period.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing

which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each described premises under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

f. Duplicate And Backup "Data"

If you store duplicate and backup "data" or "computer programs" on "media" in a separate building at least 100 feet from any described premises and there is no other insurance for such "data" or "computer programs", we will pay for direct physical loss of or damage to the "data", "computer programs" and "media" if caused by or resulting from any Covered Cause of Loss.

The most we will pay for loss or damage under this Additional Coverage is \$50,000.

g. Mechanical And Electrical Breakdown

We will pay, subject to the Breakdown Deductible, for direct physical loss of or damage to Covered Property inside your building if such loss or damage is caused by:

- (1) Mechanical breakdown or machinery breakdown; or
- (2) Short circuit, blowout, or other electrical damage to electrical equipment, apparatus, or devices including wiring, "computer programs" or "media".

We will not pay for loss caused by any change in your electric power supply, such as interruption, power surge or brownout, if the change originates more than 1,000 feet from the building containing your "data processing equipment".

Only with respect to this Additional Coverage, exclusions 2.b., 2.f., and 2.h. under Section B. do not apply.

h. Fire Protection And Power Supply Equipment

We will pay for direct physical loss of or damage to fire protection and power supply equipment used exclusively with your "data processing equipment" if such loss or damage is caused by or results from a Covered Cause of Loss.

The most we will pay for loss or damage under this Additional Coverage for each described premises in any one occurrence is \$10,000.

i. Incompatible "Data Processing Equipment" And "Media"

In the event of loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss, we will pay your costs to modify or replace undamaged "data processing equipment" if it:

- (1) Was dependent upon the damaged "data processing equipment" prior to the loss or damage; and
- (2) Is not compatible with the "data processing equipment" that replaces the property that sustained the loss or damage.

This Additional Coverage only applies to incompatible "data processing equipment" that is at a premises described in the Declarations.

The most we will pay under this Additional Coverage in any one occurrence is \$10,000.

j. Cyber-Related Loss

- (1) We will pay for:
 - (a) Direct physical loss or damage to Covered Property because of a "cyber event".
 - (b) The cost to replace or restore "data" stored on Covered Property that was destroyed or corrupted because of a "cyber event".

To the extent that "data" is not replaced or restored, loss will be valued at the cost of replacement of the "media" on which the "data" was stored, with blank "media" of substantially identical type.

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" due to a "cyber event".
- (3) The most we will pay under this Additional Coverage - Cyber-Related Loss is \$5,000, for all loss or damage sustained and expense incurred in any one policy year, regardless of the number of occurrences of loss or damage, the number of interruptions or the number of premises, locations or computer systems involved. If loss payment on the first occurrence or relating to the first interruption does not exhaust this amount, then the balance is available for subsequent

loss or damage sustained or expense sustained or incurred as a result of subsequent interruptions in but not after 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 an occurrence or interruption which begins in one policy year and continues or results in additional loss, damage or expense in a subsequent policy year(s), all loss, damage or expense is deemed to be sustained in the policy year in which the occurrence or interruption began.

- (4) This Additional Coverage - Cyber-Related Loss does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (3) above has not been exhausted.

k. Cost To Replace Or Restore "Data"

We will pay the cost to replace or restore "data" which has been destroyed or corrupted while at a described premises by a Covered Cause of Loss. To the extent that "data" is not replaced or restored, the loss will be valued at the cost of replacement of the "media" on which the "data" was stored, with blank "media" of substantially identical type.

The most we will pay under this Additional Coverage - Cost To Replace Or Restore "Data" is \$5,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

l. Extended Business Income

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (1) Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and

- (2) Ends on the earlier of:
- (a) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (b) 30 consecutive days after the date determined in (1) above.

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

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

6. Coverage Extensions

a. Newly Acquired Equipment And Location Coverage

You may extend the insurance that applies to "data processing equipment" to apply to:

- (1) Newly acquired "data processing equipment" located at:
 - (a) A premises described in the Declarations; or
 - (b) Any new location not described in the Declarations;
- (2) "Data processing equipment" at any new location you occupy not described in the Declarations.

The most we will pay for loss of or damage to property covered under (1)(a) above under this Extension is the least of 25% of the Limit of Insurance shown in the Declarations for "data processing equipment" at the described premises where the newly acquired "data processing equipment" is located or \$250,000. The most we will pay for loss of or damage to property covered under (1)(b) and (2) above under this Extension is \$250,000.

You must report any new equipment to us within 60 days of its acquisition or of moving any "data processing equipment" to a new location for coverage to apply. You agree to pay the additional premium for such equipment from the date you acquired it or any required additional premium if the rate for the new location is different from the old.

b. Property Off Premises

You may extend the insurance provided by this Coverage Form to apply to Covered Property that is away from the described premises, if it is:

- (1) Within the coverage territory; and
- (2) In the course of transit or located at a premises you do not own, lease, operate, or occupy.

The most we will pay in any one occurrence for loss or damage under this Extension is \$15,000.

c. Civil Authority

You may extend any insurance provided for Business Income and Extra Expense to apply under this Civil Authority coverage as described below.

We will pay for your actual loss of Business Income you sustain and Extra Expense you incur because of an order by the Health Department, Police Department, Fire Department, or other civil authority that prohibits access to premises described in the Declarations. The order must be the result of direct physical loss of or damage to property, other than at the described premises, caused by or resulting from a Covered Cause of Loss. This coverage will apply for a period of up to 30 consecutive days from the date of that order.

The excluded causes listed in the Exclusions section of this Coverage Form for Business Income and Extra Expense are also excluded for the coverage in c.

d. Business Income At Newly Acquired Locations

- (1) You may extend any insurance provided for Business Income and Extra Expense to apply to the actual loss of Business Income you sustain and Extra Expense you incur due to direct physical loss of or damage to property at any location you acquire other than fairs or exhibitions.
- (2) The most we will pay under this Extension, for the sum of Business Income and Extra Expense incurred, is \$25,000 at each location.
- (3) The insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - This policy expires;
 - 60 days expire after you acquire or begin to construct the property; or
 - You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

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

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

d. Pollution

- (1) Release, discharge, or dispersal of "pollutants";
- (2) Removal, disposal, decontamination, or replacement of insured property which has been contaminated by "pollutants" and by law or civil authority must be restored, disposed of, or decontaminated;

except as provided in the Additional Coverage for Pollutant Clean Up or Removal.

The Exclusions in Section B. Paragraph 1. above apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- a. Delay, loss of use, loss of market.
- b. Mechanical breakdown, failure, changes in the arrangement of machine parts, error, omission, or deficiency in design, specifications, materials, or workmanship, except as provided in the Additional Coverage for Mechanical And Electrical Breakdown. But if a fire or explosion results, we will pay for loss or damage caused by the fire or explosion.
- c. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.
- d. Unauthorized instructions to transfer property to any person or to any place.
- e. Corrosion, rust, or changes in humidity or temperature unless as the direct result of loss of or damage to the data processing system's air conditioning system caused by a Covered Cause of Loss.
- f. Processing or work upon the property, except as provided in the Additional Coverage for Mechanical And Electrical Breakdown.
But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered under this Coverage Form.
- g. Dishonest or criminal acts committed by:
 - (1) You, any of your partners, your employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

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

This exclusion does not apply to covered property that is entrusted to others who are carriers for hire.

This exclusion does not apply to acts of destruction by your employees (including temporary or leased employees); but theft by employees (including temporary or leased employees) is not covered.

However, coverage for acts of destruction by your employees (including temporary or leased employees) that cause or result in "cyber event" is limited to that provided in the Additional Coverage for Cyber-Related Loss.

- h. Electricity, other than lightning, which causes damage to electrical equipment or wiring, except as provided in the Additional Coverage for Mechanical And Electrical Breakdown. But if a fire results, we will pay for loss caused by the fire.
 - i. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
 - j. "Cyber event" except as provided in the Additional Coverage for Cyber-Related Loss.
3. The following provisions apply only to Business Income Coverage and Extra Expense Coverage.

We will not pay for:

- a. Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs outside of a building or structure at a premises described in the Declarations containing Covered Property.
But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.
- b. Any increase in loss caused by or resulting from:
 - (1) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (2) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration".
- c. Any Extra Expense or Business Income loss caused by:
 - (1) Programming errors or incorrect instructions.
 - (2) Any law governing the construction, repair, or demolition of buildings or other structures.

- d. Loss arising from computer servers located away from the described premises.
 - e. Any other consequential loss.
4. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.
 - c. Faulty, inadequate, or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation, or remodeling; or
 - (4) Maintenance;of part or all of any property wherever located.
 - d. Collapse, except as provided in the Additional Coverage for Collapse.
 - e. Wear and tear, gradual deterioration, depreciation, obsolescence, hidden or latent defect, any quality in the property that causes it to damage or destroy itself, insects, vermin or rodents.

C. LIMITS OF INSURANCE

- 1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.
- 2. The limits applicable to the Coverage Extensions:
 - a. Newly Acquired Equipment And Location Coverage; and
 - b. Property Off Premises;and the following Additional Coverages:
 - a. Pollutant Clean Up And Removal;
 - b. Fire Extinguishing Systems Discharge;
 - c. Duplicate And Backup "Data";
 - d. Fire Protection And Power Supply Equipment; and
 - e. Cost To Replace Or Restore "Data";are in addition to the Limits of Insurance.

3. Payments under the Civil Authority Coverage Extension and Business Income At Newly Acquired Locations Coverage Extension and the following Additional Coverages will not increase the applicable Limit of Insurance:
 - a. Preservation Of Property;
 - b. Collapse;
 - c. Incompatible "Data Processing Equipment" and "Media";
 - d. Cyber-Related Loss;
 - e. Extended Business Income;
 - f. Mechanical And Electrical Breakdown; or
 - g. Debris Removal; but if the sum of direct physical loss and debris removal expense exceeds the Limit of Insurance we will pay up to an additional \$5,000 for each described premises in any one occurrence under the Debris Removal Additional Coverage.
4. If the Declarations page shows a Limit of Insurance for an Additional Coverage or Coverage Extension that is higher than the limit stated in the Additional Coverage or Coverage Extension, that higher limit will apply.

D. DEDUCTIBLE

1. We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss in excess of that Deductible, up to the applicable Limits of Insurance.
2. Any claim for loss or damage made under the Additional Coverage Mechanical And Electrical Breakdown is subject to the Breakdown Deductible shown in the Declarations.
3. Any theft of "portable personal computers" is subject to the Portable Personal Computer Deductible shown in the Declarations. If no such deductible is shown, the Data Processing Coverage Deductible applies.
When loss or damage from theft in any one occurrence involves more than one "portable personal computer" and a Portable Personal Computer Deductible is shown in the Declarations, that deductible will be applied to each "portable personal computer".
4. Any claim for Business Income loss is subject to either the Waiting Period or Deductible for Business Income as shown in the Declarations.

E. DATA PROCESSING CONDITIONS

1. The Common Policy Conditions apply to this Coverage Form.

2. The Commercial Property Conditions apply to this Coverage Form subject to the following:
 - a. **Control Of Property** is deleted.
 - b. **Other Insurance** is replaced by the following:

Other Insurance

(1) If there is other insurance available to cover the same loss as the insurance under this Coverage Form what we will pay depends on what property is involved and what type of other insurance exists. In any event the amount of our deductible will be taken from our payment and our maximum payment will be the limit in our Declarations.

(2) **Other Data Processing Insurance**

If other data processing insurance covers loss of or damage to "data processing equipment", "computer programs", "data" or "media" and the loss or damage is also covered under this Coverage Form, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

(3) **Other Property Insurance**

If insurance other than data processing insurance covers loss of or damage to "data processing equipment", "computer programs", "data" or "media" and the loss or damage is also covered under this Coverage Form, this Coverage Form is primary insurance. This means we will pay your covered loss up to the limit of coverage that applies. Any loss over that limit will be the responsibility of the other insurance.

(4) **Other Business Income Or Extra Expense Insurance**

If any other insurance covers any Business Income or Extra Expense that is also covered under this Coverage Form, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

3. The following Conditions are added:
 - a. **Business Income Loss Determination**
 - (1) The amount of Business Income loss will be determined based on:
 - (a) The Net Income of the business before the direct physical loss or damage occurred;

- (b) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - (c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (d) Other relevant sources of information, including:
 - (i) Your financial records and accounting procedures;
 - (ii) Bills, invoices and other vouchers; and
 - (iii) Deeds, liens or contracts.
- (2) The amount of Extra Expense will be determined based on:
- (a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (i) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (ii) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (b) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.
- (3) Resumption Of Operations**
- We will reduce the amount of your:
- (a) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - (b) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
 - (4) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
- b. Reinstatement Of Limit After Loss**
- The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.
- c. Abandonment**
- There can be no abandonment of any property to us.
- d. Appraisal**
- If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
- (1) Pay its chosen appraiser; and
 - (2) Bear the other expenses of the appraisal and umpire equally.
- If there is an appraisal, we will still retain our right to deny the claim.
- For Business Income and/or Extra Expense:

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

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

e. Duties In The Event Of Loss

You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) Make no statement that will assume any obligation or admit liability, for any loss or damage for which we may be liable, without our consent.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- (8) Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (9) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- (10) Cooperate with us in the investigation or settlement of the claim.
- (11) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

f. Pair, Sets, Or Parts

- (1) Pair or Set. In case of loss or damage to any part of a pair or set we may:
 - (a) Repair or replace any part to restore the pair or set to its value before the loss; or
 - (b) Pay the difference between the value of the pair or set before and after the loss.
- (2) Parts. In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

g. Privilege To Adjust With Owner

In the event of loss involving property of others in your care, custody or control, we have the right to:

- (1) Settle the loss with the owners of the property. A receipt for payment from the owners of that property will satisfy any claim of yours.
- (2) Provide a defense for legal proceedings brought against you. If provided, the expense of this defense will be at our cost and will not reduce the applicable Limit of Insurance.

h. Valuation

- (1) In the event of loss of or damage to "data processing equipment", valuation will be determined as of the time of loss or damage on one of the following bases as noted in the Declarations:
 - (a) Actual cash value of that property;
 - (b) Replacement cost, meaning the cost of repairing or replacing the property with material of the same kind and quality, but not more than the limit of coverage that applies to the equipment; or
 - (c) Upgraded value, meaning the cost of replacing destroyed equipment with equipment which can perform the same function as the destroyed equipment, but has greater processing ability. The following conditions apply for upgraded value:
 - (i) You must give us a list of equipment including:
 - (aa) A description and current replacement cost for each piece of insured equipment which you plan to upgrade; and
 - (bb) The description and current cost for each upgraded item.
 - (ii) There must be a total loss of the currently insured equipment. For partial loss we will pay for the equipment on a replacement cost basis as explained in (b) above.
 - (iii) We will not pay you more than the least of the following:
 - (aa) The amount you actually spend to replace the current item;
 - (bb) The amount you showed as the current cost of the upgraded item on the latest list you gave to us; or
 - (cc) The limit of coverage that applies to the equipment.
 - (iv) We will not pay on an upgraded value basis until you have purchased the upgraded item and given us the description and current cost of

the upgraded item. Before that we will pay for the equipment on a replacement cost basis as explained in (b) above.

- (2) In the event of loss of or damage to "computer programs", "data" or "media", valuation of "computer programs" and "data" will be determined based on the actual cost of replacement or restoration of such "data" or "computer programs" provided you actually do replace or restore the "data" or "computer programs" and valuation of "media" will be determined based on the cost to repair or replace the "media" with substantially identical property; otherwise on the value of the blank "media" on which the "data" and "computer programs" are recorded.

i. Loss Payment

- (1) In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (a) Pay the value of lost or damaged property in accordance with the applicable terms of the Valuation Condition;
 - (b) Pay the cost of repairing or replacing the lost or damaged property;
 - (c) Take all or any part of the property at an agreed or appraised value; or
 - (d) Repair, rebuild, or replace the property with other property of like kind and quality.
- (2) We will give notice of our intentions within 30 days after we received the sworn proof of loss.
- (3) We will not pay you more than your financial interest in the Covered Property.
- (4) We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- (5) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

(6) We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if:

- (a) You have complied with all of the terms of this Coverage Form; and
- (b) You and we have agreed on the amount of loss or an appraisal award has been made.

j. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

k. Coinsurance

The Coinsurance percentage shown in the Declarations helps determine how much we will pay for loss of or damage to covered "data processing equipment".

The value of covered "data processing equipment" is to be determined on either an actual cash value, replacement cost, or upgraded value basis as shown in the Declarations.

We will not pay the full amount of any loss if the value of covered "data processing equipment" at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the covered "data processing equipment".

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

- (1) Multiply the value of covered "data processing equipment" at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the covered "data processing equipment" by the figure determined in step (1);
- (3) Multiply the total amount of the covered loss, before the application of any deductible, by the figure determined in step (2); and
- (4) Subtract the deductible from the figure determined in step (3).

We will pay the amount determined in step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example: (50% Coinsurance Penalty)

Data Processing Equipment value at time of loss is \$100,000

The Coinsurance percentage is 80%

Limit of Insurance is \$40,000

Deductible amount is \$100

Amount of loss is \$10,000

Step (1): $\$100,000 \times 80\% = \$80,000$

Step (2): $\$40,000 \div \$80,000 = .50$

Step (3): $\$10,000 \times .50 = \$5,000$

Step (4): $\$5,000 - \$100 = \$4,900$

To receive full payment, except for the deductible, the insured would have to maintain a Limit of Insurance of at least \$80,000.

F. DEFINITIONS

- 1. "Computer programs" means operating system code or software applications whether owned by you or licensed to you and used in your business.
- 2. "Cyber event" means unauthorized intrusion into Covered Property by:
 - a. Virus, electronic mail, harmful code or other similar instruction designed to damage, destroy, distort, contaminate, delete, erase, corrupt, alter, modify, deface, degrade, disrupt, deny access or deny service; or
 - b. Unauthorized copying, scanning, viewing or use.
- 3. "Data" means electronic files and information stored on "media" or "data processing equipment" owned by you or licensed to you and used in your business.
- 4. "Data processing equipment" means:
 - a. Programmable electronic computer hardware and their equipment, including a network of such equipment, that is used to store, retrieve and process "data";
 - b. Associated peripheral computer equipment that provide communication or data transmission functions, or input and output functions such as printing, scanning, imaging, or copying;
 - c. The air conditioning equipment used exclusively with your computer operations; and
 - d. "Portable personal computers".
- 5. "Media" means tapes, disks, drums, film, cells and cards which are used with electronically controlled equipment.
- 6. "Operations" means your business activities occurring at the described premises.

7. "Period of restoration" means the period of time that :

a. Begins:

(1) 72 hours (or the revised number of hours shown in the Declarations) after the time of direct physical loss or damage for Business Income Coverage; or

(2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

(1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

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

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

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

8. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

9. "Portable personal computers" means laptop, palmtop or notebook style personal computers and their associated devices and accessories.

10. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

11. "Suspension" means the slowdown or cessation of your business activities.

UTICA NATIONAL INSURANCE GROUP

Issuing Company: _____
 A MEMBER OF UTICA NATIONAL INSURANCE GROUP

DATA PROCESSING COVERAGE DECLARATIONS

The following spaces preceded by an asterisk (*) need not be completed if Data Processing Coverage and the Policy have the same inception date.

Attached To and Forming Part of Policy No.	*Effective Date Data Processing Coverage	*Issued To

In return for payment of the premium, and subject to all the terms of this policy we agree with you to provide the insurance as stated in this policy.

Schedule

Data Processing Equipment - Valuation options <input type="checkbox"/> Actual Cash Value <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Upgraded Value		
Data Processing Equipment - Coinsurance options <input type="checkbox"/> 80% <input checked="" type="checkbox"/> 90% <input type="checkbox"/> 100%		
Property Off Premises Limit of Insurance: \$ Duplicate And Backup Data Limit of Insurance: \$ Cyber-Related Loss Limit of Insurance: \$ 15,000 Cost To Replace Or Restore Data: \$ 25,000		
Deductible: \$ 500 Breakdown Deductible: \$ Portable Personal Computers Deductible: \$ Business Income Waiting Period or Deductible: 72 hours, or the revised number of hours or dollar amount shown: Revised number of hours: _____ or Deductible Amount: \$ _____		
Loc/Bldg	Described Premises and Coverage	Limit of Insurance
	BLANKET LIMIT FOR ALL LOCATIONS DESCRIBED ON PROPERTY FORM 8-S-1023 BLANKET HARDWARE BLANKET MEDIA & COMPUTER PROGRAMS BLANKET EXTRA EXPENSE	813,739 12,000 9,931
Advance Premium Premium shown is payable** \$ _____ at inception; \$ _____ Total Advance Premium \$ _____ 1st Anniversary; \$ _____ 2nd Anniversary		
Forms and Endorsements applying to Data Processing Coverage Part and made part of this policy at time of issue + :		

By Sharon C Peck **
 Company Officer

**Entry optional if shown in Common Policy Declarations.

+ Forms and Endorsements applicable to Data Processing Coverage Form omitted if shown elsewhere in the policy. These declarations and the Common Policy Declarations, if applicable, together with the Common Policy Conditions, coverage form(s) and forms and endorsements, issued to form a part thereof complete the above numbered policy. (See Data Processing Conditions.)

POLICY NUMBER: CPP 1400622

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES/EXTENSION SCHEDULE

Policy Change

This Endorsement forms a part of the policy numbered below:

Number _____

Policy Number		Policy Changes Effective		Company	
Term Yrs.	From	To	<input type="checkbox"/> Subject to Audit	<input type="checkbox"/> Not Subject to Audit	
Named Insured and Mailing Address				Producer	
				Producer No.	

IT IS AGREED THAT for any box in Part A marked X, the policy is amended as stated in Part B.

P A R T A.	<input type="checkbox"/> NAME OF INSURED	<input type="checkbox"/> DELETING ENDORSEMENT(S)	<input type="checkbox"/> AMENDING PREMIUM
	<input type="checkbox"/> ADDRESS OF INSURED	<input type="checkbox"/> ADDING A CLASSIFICATION	<input type="checkbox"/> REVISE SCHEDULE OF UNDERLYING INSURANCE
	<input type="checkbox"/> ADDING LOCATION	<input type="checkbox"/> DELETING A CLASSIFICATION	<input type="checkbox"/> AMENDING RATES
	<input type="checkbox"/> DELETING LOCATION	<input type="checkbox"/> CHANGING A CLASSIFICATION	<input type="checkbox"/> AMENDING MINIMUM PREMIUM
	<input type="checkbox"/> CHANGING LOCATION	<input type="checkbox"/> ADDING/DELETING LOSS PAYEE	<input type="checkbox"/> AMENDING LIMIT(S) OF LIABILITY
	<input type="checkbox"/> CHANGING POLICY PERIOD	<input type="checkbox"/> ADDING/DELETING MORTGAGEE	<input type="checkbox"/> ADDING INSURED
	<input checked="" type="checkbox"/> ADDING ENDORSEMENT(S)	<input type="checkbox"/> AMENDING PREMIUM BASIS/PROTECTION CLASS	

P A R T B.	<p>IT IS AGREED IN THE SCHEDULE OF ADDITIONAL COVERED PROPERTY, CP 1410, UNDER PREM NO AND BLDG NO THE SCHEDULE SHALL INCLUDE, ALL COVERED PROPERTY; UNDER PARAGRAPH REFERENCE THE SCHEDULE SHALL INCLUDE, A.2.D; UNDER DESCRIPTION OF PROPERTY THE SCHEDULE SHALL INCLUDE, BRIDGES AND WALKWAYS CONNECTING COVERED BUILDINGS; AND UNDER TYPE OF PROPERTY COVERAGE THE SCHEDULE SHALL INCLUDE, BUILDING.</p> <p>THE FOLLOWING APPLIES TO FORM CP1065 AND 8S3515: UP TO \$25,000 OF THE LIMIT SHOWN ON 8S3515 APPLIES TO ALL LOCATIONS LISTED IN THE SCHEDULE OF PREMISES OF THE SUPPLEMENTAL DECLARATIONS, 8S1023. ANY AMOUNT IN EXCESS OF \$25,000 APPLIES TO LOCATIONS LISTED ON 8S3515.</p> <p>THE FOLLOWING IS AGREED FOR FORM 8-S-3515: LOCATION/BUILDING COVERED PROPERTY/COVERAGE 1-1,1-2,1-5,1-14,4-1 BLDG & BPP 1-5,-7,-8,-10,-11,-12,-14-18-19-20 BLDG</p>
	IT IS HEREBY AGREED THAT LOCATION 2 IS EXCLUDED FROM FLOOD COVERAGE

PREMIUM ADJUSTMENT

Previous	Increase	Decrease	New	
Total Policy Premium			Total Policy Premium	PREMIUM Due at Policy Change Effective Date <input type="checkbox"/> Additional <input type="checkbox"/> Return
\$	\$	\$	\$	
Total Installment Premium			Total Installment Premium	
\$	\$	\$	\$	\$

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES - CONTINUED

Policy Change
Number _____

**P
A
R
T
B.
C
O
N
T
I
N
U
E
D**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOLS - LIMITED WATER DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

<u>LOCATION</u>	<u>SCHEDULE FOR THIS COVERAGE</u>		
	<u>LIMIT OF INSURANCE</u>	<u>DEDUCTIBLE</u>	<u>PREMIUM</u>
ALL	\$ 100,000	The greater of \$1,000 or the Commercial Property Deductible for the Location	\$

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

Subject to the provisions below and the Limit of Insurance and Deductible for this coverage, part 1.c. of Section C. LIMITATIONS OF CP 10 30, CAUSES OF LOSS - SPECIAL FORM, is eliminated.

Only with respect to the coverage provided by this endorsement, Commercial Property Condition I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is replaced by the following:

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLEGES AND SCHOOLS DEDUCTIBLES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART.
COMMERCIAL PROPERTY COVERAGE PART.

- A.** It is agreed that in the event of any occurrence which results in a loss or "loss" under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in **B.** or **C.** below.
- B. 1.** If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
- 2.** Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
- C.** If involved deductibles for different coverages are of different amounts, we will use the method described in **C. 1.** or **C. 2.** which results in the higher total payment to you.
- 1.** We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
- 2.** We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.

NOTE: The inclusion of particular coverages or deductible amounts in the examples below is for illustrative purposes only and should not be construed to be the exact coverages or deductible amounts actually provided under this policy.

EXAMPLE #1 (Same Deductibles)

	First Coverage	Second Coverage	Third Coverage
Deductible Amount: One Occurrence	\$500	\$500	\$500
Loss of:	\$100	\$200	\$400 = \$700 total
			Less Deductible <u>500</u>
			Company pays <u>\$200</u>

EXAMPLE #2 (Varying Deductibles)

	First Coverage	Second Coverage	Third Coverage
Deductible Amount: One Occurrence	\$250	\$2,500	\$5,000
Loss of:	\$700	\$3,000	\$3,000 = \$6,700 Total Losses
Method C.1. Company Pays - Excess of Deductible:	\$450	\$500	Nil
			Total - Method C.1. = \$950
Method C.2. =	Total Losses	\$6,700	
	Less Largest Deductible	5,000	
	Company Pays	\$1,700	

Method C.2. provides larger payment to you and applies.

DIVIDEND PLAN ENDORSEMENT

It is agreed that the policy paragraph titled:

"Mutuals-Participation clause without Contingent Liability"
is amended to include the following additional condition:

The policy to which this endorsement is attached is subject to the

NYS PUBLIC SCHOOL SAFETY GROUP
NAME OF DIVIDEND PLAN

and in lieu of the dividends otherwise declared is eligible only for any dividends that may be declared by the Board of Directors which result from the application of the Plan.

NOTE: DIVIDENDS ARE APPROVED AT THE DISCRETION OF THE BOARD OF DIRECTORS AND THEREFORE CANNOT BE GUARANTEED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MECHANICAL AND ELECTRICAL BREAKDOWN EXCLUSION

This endorsement modifies insurance provided under the following:

DATA PROCESSING COVERAGE FORM

In consideration of a return premium, the **Additional Coverage for Mechanical And Electrical Breakdown** does not apply.

SCHOOL SAFETY ASSOCIATION FORMAL RISK MANAGEMENT PROGRAM CREDIT

In consideration of your participation in the School Safety Association Formal Risk Management Program, your policy premium reflects a 10% credit.

SCHOOL PROGRAM RENEWAL CREDIT

In consideration of your meeting the eligibility requirements of the School Program Renewal Credit, your policy premium reflects a 5% credit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

The changes described herein apply only with respect to this endorsement. All provisions of the Policy apply unless modified by this endorsement.

I. The Building And Personal Property Coverage Form is modified as follows:

A. The following are added to Additional Coverages under Section A. - Coverage:

1. Equipment Breakdown

The term Covered Cause of Loss includes "equipment breakdown" as described and limited below.

- a. We will pay for direct physical loss or damage to Covered Property caused by "equipment breakdown" to "covered equipment".
- b. If an initial "equipment breakdown" causes other "equipment breakdowns," all will be considered one "equipment breakdown". All "equipment breakdowns" that are the result of the same event will be considered one "equipment breakdown".

2. Perishable Goods

- a. We will pay for your loss of "perishable goods" due to the following:
 - (i) Spoilage; or
 - (ii) Contamination from the release of refrigerant, including but not limited to ammonia;

caused by an "equipment breakdown".
- b. We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

- c. If you are unable to replace the "perishable goods" before their anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time the loss occurred less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

3. CFC Refrigerants

If an "equipment breakdown" occurs, we will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances.

Additional costs mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. We also pay for additional loss as described under the Spoilage or Loss of Income Coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

We will pay the lesser of:

- a. The cost to repair the damaged property and replace any lost CFC refrigerant;
- b. The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- c. The cost to replace the system with one using a non-CFC refrigerant.

4. Pollutant Clean-up And Removal

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

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

The most we will pay under this Additional Coverage for each described premises is \$250,000 for the sum of all covered expenses arising out of "equipment breakdowns" occurring during each separate 12-month period of this policy.

B. The following are added to **Coverage Extensions** under Section A. - **Coverage** and apply for any Coinsurance percentage shown in the Declarations:

1. Service Interruption

The insurance provided for Business Income and Extra Expense, if shown in the Declarations as covered, and Perishable goods is extended to apply to loss caused by "equipment breakdown" to equipment that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

The most we will pay under this Extension for loss of Business Income and Extra Expense in any one occurrence is:

- a. The actual loss of Business Income you sustain; and
- b. The necessary Extra Expense you incur;

during the "period of restoration" that occurs within 12 consecutive months after the date of direct physical loss or damage.

2. Expediting Expenses

With respect to damaged Covered Property covered under Additional Coverages Equipment Breakdown and Perishable Goods, we will pay the reasonable extra cost to:

- a. Make temporary repairs;
- b. Expedite permanent repairs; and
- c. Expedite permanent replacement.

C. The following is added to Section C. - **Limits Of Insurance**:

Payments under the following Additional Coverages and Coverage Extension will not increase the applicable Limit of Insurance:

1. Equipment Breakdown;
2. Perishable Goods;
3. CFC Refrigerants; and
4. Service Interruption.

II. Part B. EXCLUSIONS of the CAUSES OF LOSS - SPECIAL FORM is modified as follows:

A. The following is added to Exclusion B.1.g.(1):

However, if electrical "covered equipment" requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and Deductible shown in the Commercial Property Coverage Part Declarations.

B. As respects Equipment Breakdown Coverage, the last paragraph of Exclusion B.2.d. is replaced with the following:

But if loss or damage by "equipment breakdown" results, we will pay for the loss or damage caused by that "equipment breakdown".

C. As respects Equipment Breakdown Coverage, Exclusion B.2.I. is replaced with the following:

Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by "equipment breakdown". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in "equipment breakdown", we will pay for the loss or damage caused by that "equipment breakdown".

D. As respects Equipment Breakdown Coverage, Exclusions B.2.a., B.2.d.(6), and B.2.e., and Limitations C.1.a. and C.1.b. do not apply.

E. For the insurance provided under Equipment Breakdown Coverage, the following additional Exclusion applies.

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

1. The breakdown of any structure, foundation, cabinet, compartment or air supported structure or building.
2. The breakdown of any buried vessel or buried piping.
3. The breakdown of any vehicle, excavation or construction equipment.

F. As respects Service Interruption Coverage Extension, we will also not pay for loss or expense resulting from or arising out of "equipment breakdown" to any equipment that is located outside of a covered Building described in the Declarations caused by or resulting from "elemental perils".

However, for the property and services covered under CP 1545, if such endorsement is attached to this Coverage Part, this exclusion does not apply.

III. As respects Equipment Breakdown Coverage, the following are added to COMMERCIAL PROPERTY CONDITIONS:

A. Suspension

When any "covered equipment" is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from "equipment breakdown" to that equipment. We can do this by mailing or delivering a written notice of suspension to your address as shown in the Declarations, or to the address where the equipment is located.

Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

B. Jurisdictional Inspections

If any property that is "covered equipment" requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

C. Green Environmental And Efficiency Improvements

If Covered Property requires repair or replacement due to an "equipment breakdown":

1. We will pay:
 - a. The lesser of the reasonable and necessary additional cost incurred by the Insured to repair or replace physically damaged Covered Property with equipment of like kind and quality which qualifies as "green". "Like kind and quality" includes similar size and capacity.
 - b. The additional reasonable and necessary fees incurred by the Insured for an accredited professional certified by a "green organization" to participate in the repair or replacement of physically damaged Covered Property as "green".
 - c. The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced Covered Property as "green".
 - d. The additional reasonable and necessary cost incurred by the Insured for "green" in the removal, disposal or recycling of damaged Covered Property.
 - e. The loss of Business Income (if covered by the policy to which this endorsement is attached) during the additional time required for repair or replacement of Covered Property, consistent with "green" in the coverages above.
2. We will not pay more than 125%, subject to a maximum limit of \$100,000, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs, and any business interruption loss incurred as stated above.
3. These Commercial Property Conditions will be a part of, and not in addition to, the limit of liability per loss or any other sub-limits of liability of this policy.

4. This **Green Environmental And Efficiency Improvements Condition** does not cover any of the following:
- a. Stock, raw materials, finished goods, "production machinery", merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which the Insured is legally liable, or personal property of others.
 - b. Any loss adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
 - c. Any loss covered under any other section of this policy.
 - d. Any cost incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the time of the "Equipment Breakdown".
- IV. The Coinsurance Additional Condition and Agreed Value Optional Coverage, if otherwise applicable, do not apply for loss covered under this Equipment Breakdown Coverage endorsement.
- V. The following definitions are added:
- A. "Covered equipment" means Covered Property built to operate under vacuum or pressure, other than weight of contents, that generates, transmits, or utilizes energy.
 - B. "Elemental perils" means the following:
Fire (including fire resulting from an "equipment breakdown"), lightning; explosion (except for steam or centrifugal explosion); windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; falling objects; and weight of snow, ice or sleet.
 - C. "Equipment breakdown" means:
 1. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 2. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 3. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 4. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 5. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
- D. "Green" means materials, equipment, supplies, products, techniques, methods procedures and processes that:
1. Enhance and protect ecosystems;
 2. Improve air and water quality;
 3. Conserve natural resources;
 4. Reduce solid waste;
 5. Reduce energy or water consumption;
 6. Prevent toxic or other polluting emissions; or
 7. Otherwise lessen the environmental impact.
- E. "Green Organization" means a recognized authority on green building or green products, equipment, materials, methods, procedures or processes including, but not limited to:
1. The United States Environmental Protection Agency ENERGY STAR® program;
 2. The United States Green Building Council LEED® program;
 3. The Green Building Initiative Green Globes™ program; or
 4. Any environmental standards program that is adopted by the government of the United States, or any U.S. state.
- F. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- G. "Production machinery" means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste materials or finished products.

**Not required if included at policy inception.

HEAD OF THE CLASS UNI-FLEX ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

This endorsement must be used with endorsements 8-E-2679-2 and 8-E-2679-3. It is to be used only with Commercial Package Policies that include the Building And Personal Property Coverage Form and the Causes of Loss - Special Form and applies only to premises subject to those forms. If we have in effect for you a Difference In Conditions Policy for the same property, that policy will include the Causes of Loss - Broad Form.

If there is other valid and collectible insurance available to you in other coverage purchased under this policy for any loss, damage or "loss" we also cover under this endorsement, the insurance provided under this endorsement is primary.

- I. In the event of an occurrence which results in loss, damage or "loss" for which this policy includes coverage under a Coverage Enhancement and an additional separately purchased limit for the same coverage with a deductible, we will pay for loss, damage or "loss" based on the method which results in the higher total payment to you:
 - 1. We will apply each deductible to the loss, damage or "loss" for the coverage to which it applies; or
 - 2. We will add the amount of loss, damage or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
- II. The following is a summary of the additional coverages, including Limits of Insurance, provided by this endorsement. For complete details on specific coverages, consult the applicable forms. The Schedule below shows the deductible amounts, if any, applying to the Coverage Enhancements. The Deductible amount stated in the Schedule below replaces the Deductible amount shown in the Declarations as respects such enhancement. The Deductible provision and the Additional Condition, Coinsurance, contained within the Coverage Forms applicable to this endorsement, do not apply to those enhancements for which Nil is shown under Deductible or Coinsurance in the Schedule below.

SCHEDULE

Premium:

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

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
1.	Business Income and Extra Expense (Option i)	Actual Loss Sustained - 24 Consecutive Months	Nil	Per Coverage Form	Special Form	CP 00 30

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
2.	Utility Services-Time Element	\$500,000 Per Building	Nil	Per Coverage Form	Special Form	CP 15 45 and CP 00 30
3.	Data Processing Coverage					
	Data Processing Equipment	\$100,000 Per Building	Nil	\$500	Per Coverage Form	8-C-2274
	Computer Programs and Media	\$10,000 Per Building	Nil	\$500	Per Coverage Form	8-C-2274
	Extra Expense	\$10,000 Per Building	Nil	Nil	Per Coverage Form	8-C-2274
4.	Building Glass	Per Commercial Property Declarations	Nil	Per Commercial Property Declarations	Special Form	CP 00 10
5.	Fire Dept. Service Charge	\$5,000 Per Location	Nil	Nil	Per Coverage Form	CP 00 10
6.	Lock Replacement	\$25,000 Per Occurrence	Nil	Nil	See Coverage Wording	CP 00 10
7.	Fire Protection Device Recharge	\$1,000 Per Location Per Covered Fire	Nil	Nil	Fire	CP 00 10
8.	Inflation Protection	10% of Building Value	Nil	Nil	Special Form	CP 00 10
9.	Underground Pipes, Flues and Drains	\$10,000 Per Occurrence	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
10.	Tree Debris Removal	\$5,000 Per Occurrence	Nil	\$1,000	Special Form	CP 00 10

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
11.	Newly Acquired or Constructed Property					
	Buildings	Increased by \$750,000 Per Building	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
	Business Personal Property at Newly Acquired Locations	Increased by \$400,000 Per Building	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
12.	Personal Effects and Property of Others	\$10,000 Limit Each Described Premises. \$2,500 Limit Per Person	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
13.	Property Off Premises	\$100,000 Total Limit	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
14.	Outdoor Property	\$25,000 Total Limit. \$10,000 Limit For Fences. \$1,000 Limit For Any One Sign.	Nil	Per Commercial Property Declarations Page	See Coverage Wording	CP 00 10
15.	Property In or On a Vehicle	\$10,000 Per Occurrence	Nil	\$500	Special Form	CP 00 10
16.	Appurtenant Structures	\$5,000 Blanket all Locations	Nil	Nil	Special Form	CP 00 10
17.	Property in Transit	\$100,000 Total Limit	Nil	Per Commercial Property Declarations Page	See Coverage Wording	CP 00 10

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
18.	Your Business Personal Property within 1,000 feet of the described premises	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Special Form	CP 00 10
19.	Foundations	Per Business Personal Property	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Special Form	CP 00 10
20.	Debris Removal	\$250,000 Per Occurrence	Nil	Per Commercial Property Declarations Page	Special Form	CP 04 15 and CP 00 10
21.	Utility Services - Direct Damage	\$50,000 Per Occurrence	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Special Form	CP 04 17 and CP 00 10
22.	Pollutant Clean-Up and Removal	\$90,000 For All Covered Expenses	Nil	Nil	Per Coverage Form	CP 04 07 and CP 00 10
23.	Spoilage	\$25,000 Per Occurrence	Nil	\$500	See Coverage Wording	CP 00 10 and CP 04 40 or 8-E-2696 *
24.	Ordinance or Law Coverage **	Per Commercial Property Declarations Page **	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Per Coverage Form	CP 04 05 and CP 00 10

* 8-E-2696 applies to those policies that include endorsement 8-E-2637 (Equipment Breakdown Coverage).

** See Enhancement wording.

COVERAGE ENHANCEMENTS

III. The following changes apply to the Commercial Property Coverage Part:

Enhancement No. 1

The **Business Income (And Extra Expense) Coverage Form** is added, subject to the following:

- A. Business Income includes tuition, fees, and other income from educational services and related activities, including:
1. Laboratory fees;
 2. Bookstores;
 3. Athletic events; and
 4. Research grants.

B. Under the **Additional Coverages** in Section A. - **Coverage**, the reference in **Alterations And New Buildings** to the distance between the described premises and machinery, equipment, supplies or building materials is revised to 1,000 feet.

C. Under the **Additional Coverages** in Section A. - **Coverage**, **Extended Business Income** is replaced by the following:

Extended Business Income

If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you sustain during the school term following the date the property is actually repaired, rebuilt or replaced, if that date is 30 days or less before the scheduled opening of the next school term.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

D. The **Coverage Extension for Newly Acquired Locations** applies without requirement of a minimum Coinsurance percentage to be shown in the Declarations.

E. Section C. - **Limits Of Insurance** is replaced by the following:

The most we will pay for all loss of Business Income or Extra Expense is the loss of Business Income and Extra Expense that occurs within 24 consecutive months after the date of direct physical loss or damage.

F. The **Additional Condition Coinsurance** does not apply to the Business Income (And Extra Expense) coverage provided by this endorsement. If there is other Business Income (And Extra Expense) coverage available to you, the portion of any loss, damage or "loss" which exceeds the amount of Business Income (And Extra Expense) coverage provided by this endorsement will be settled in accordance with the terms of that coverage.

The **Optional Coverages** under Section - F. do not apply.

Enhancement No. 2

The **Utility Services - Time Element** endorsement is added to the **Business Income (And Extra Expense) Coverage Form**.

With respect to this enhancement, loss includes Business Income and Extra Expense caused by the interruption of service to premises described in the Declarations resulting from direct physical loss or damage by a Covered Cause of Loss to: Water Supply Services; Communication Supply Services, including overhead transmission lines; or Power Supply Services, including overhead transmission lines; as defined in CP 15 45 if such services are located outside of a covered building described in the Declarations. Covered Causes of Loss for this enhancement shall not include flood, earthquake or volcanic eruption.

Enhancement No. 3

The **Data Processing Coverage Form** is added, subject to the following:

The **Additional Condition Coinsurance** does not apply to the \$100,000 limit of Data Processing Coverage provided by this endorsement. If there is other Data Processing Coverage available to you, the portion of any loss, damage or "loss" which exceeds this endorsement's \$100,000 Data Processing limit will be settled in accordance with the terms of that coverage.

A waiting period may apply for Business Income Coverage, if purchased. A \$500 deductible applies to Breakdown Coverage unless otherwise stated on the Data Processing Declarations, 8-D-2274.

Valuation of equipment is based on replacement cost, unless higher limits are purchased and shown on 8-D-2274 and a different valuation option is chosen. In which case, such different option also applies to the coverage granted in this form.

Enhancement No. 4

Building Glass Coverage

If the Causes of Loss Form applicable to this Coverage Part includes any:

- (1) Dollar limitation per plate, pane, multiple plate, insulating unit, radiant or solar heating panel, jalousie, louver or shutter; or
 - (2) Dollar limitation for loss of or damage to building glass in any one occurrence;
- those limitations do not apply to glass that is part of a building.

IV. The following changes apply to **Additional Coverages** under Section **A. - Coverage** of the Building and Personal Property Coverage Form:

Enhancement No. 5

The most we will pay under **Fire Department Service Charge** is revised to \$5,000.

Enhancement No. 6

The following is added under **Additional Coverages**:

Lock Replacement

We will pay the necessary expense incurred to replace locks or lock cylinders after a covered theft of:

- (a) property from; or
- (b) keys to;
any building or structure described in the Declarations. The following conditions apply:
 - (1) The limit is \$25,000 on all locks and lock cylinders for each loss.
 - (2) You must notify us and the appropriate police authority of the theft.
 - (3) Locks or lock cylinders must be replaced within 72 hours of the theft.
 - (4) Coverage applies if Business Personal Property is lost by covered theft from any building or structure described in the Declarations even if the keys are not known to be missing or copied.
 - (5) Coverage applies to disappearance of keys only if other property is stolen or missing.
 - (6) Keys entrusted to a custodian are not considered stolen.
 - (7) We do not cover locks or lock cylinders for any motor vehicle, motorized land vehicle, or any other property, building, structure, room, or vault which is not part of any building or structure described in the Declarations.

Enhancement No. 7

The following is added under **Additional Coverages**:

Fire Protection Device Recharge

We will pay up to \$1,000 after any covered fire to recharge or refill your fire protection devices that are installed in buildings at the described premises.

This Additional Coverage only applies when such devices have been discharged while being used to combat a covered fire.

Enhancement No. 8

The following is added under **Additional Coverages**:

Inflation Protection

For a covered loss involving a covered Building, we will pay up to an additional ten percent of the value of that building for loss or damage to that building in any one occurrence, provided:

- (1) The building is actually repaired or replaced:
 - (a) For use as the same occupancy; and
 - (b) The repaired or replaced building is of like height, floor area and style;

- (2) Repair or replacement is completed within three years of the date of direct physical loss or damage; and
- (3) The building is listed on a Statement of Values on file with us and such Statement of Values declares a specific value for the building.

The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

The Coinsurance Additional Condition does not apply to this Additional Coverage.

Enhancement No. 9

The following is added under **Additional Coverages:**

Underground Pipes, Flues and Drains

Only as respects this Additional Coverage, underground pipes, flues or drains within 100 feet of Buildings are considered covered Building property.

The most we will pay for loss or damage or "loss" under this Additional Coverage is \$10,000 per occurrence.

Payment under this Additional Coverage will not increase the applicable Limits of Insurance.

Enhancement No. 10

The following is added under **Additional Coverages:**

Tree Debris Removal

We will pay your necessary expenses incurred for the removal of fallen trees at the premises described in the Declarations caused by a Covered Cause of Loss.

The most we will pay for tree debris removal is \$5,000 per occurrence.

Payment under this Additional Coverage will not increase the applicable Limits of Insurance.

Except for the enhancements for **Lock Replacement, Underground Pipes Flues and Drains, and Tree Debris Removal**, the limits applicable to enhancements 5 through 10 are in addition to other applicable Limits of Insurance.

- V. The following changes apply to **Coverage Extensions** under Section A. - **Coverage** of the Building and Personal Property Coverage Form:

Enhancement No. 11

Under **Newly Acquired Or Constructed Property:**

- (1) The most we will pay for **Buildings** is increased by \$750,000 at each building;
- (2) The most we will pay for **Your Business Personal Property** is increased by \$400,000 at each building;
- (3) With respect to the insurance under this Extension for each newly acquired or constructed property, the provision that addresses the number of days that must expire after you acquire or begin to construct the property is revised to 180 days.

Enhancement No. 12

The most we will pay under **Personal Effects And Property Of Others** is revised to \$10,000 at each described premises with a \$2,500 limit per person.

Enhancement No. 13

The most we will pay for **Property Off-Premises** is revised to \$100,000.

If insurance for Covered Property at any fair, trade show or exhibition is not included in the Coverage Extension for **Property Off Premises** in the Building and Personal Property Coverage Form to which this endorsement applies, insurance for such Covered Property shall be added as part of this enhancement.

Enhancement No. 14

The following replaces **Outdoor Property:**

Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, signs (other than signs attached to buildings), trees, shrubs, and plants (other than "stock" of trees, shrubs, or plants), including debris removal expense.

The Covered Causes of Loss provided by the Causes of Loss Form applicable to this Coverage Part apply to loss or damage to outdoor fences. Loss or damage to signs, trees, shrubs, and plants must be caused by or result from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$10,000 for fences and \$1,000 for any one sign.

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

Enhancement No. 15

The following is added under **Coverage Extensions:**

Property In Or On A Vehicle

You may extend the insurance provided by this Coverage Form to apply to your Covered Property while in or on a vehicle not located within 1,000 feet of the described premises.

This Extension does not apply to your salespersons samples. We will pay for shipments by mail only if registered.

This Extension also applies to your interest in shipments sold Free on Board. When the title of a shipment passes to the consignee and if the consignee refuses to pay because the shipment is lost or damaged, you may elect to claim that loss under this insurance. We will not attempt to collect from the consignee unless you:

- (1) Provide us with your written consent to do so; and
- (2) Assign us your right of action.

The most we will pay for loss or damage under this Coverage Extension is \$10,000 per occurrence.

As respects the insurance provided by this Coverage Extension, a \$500 deductible replaces the deductible shown in the Commercial Property Declarations.

Enhancement No. 16

The following is added under **Coverage Extensions:**

Appurtenant Structures

You may extend the insurance that applies to Building to apply to appurtenant structures, on or within 100 feet of the described premises, used by you in connection with the described premises, and not covered by other insurance. The most we will pay for loss or damage under this Extension is \$5,000.

Enhancement No. 17

The following is added under **Coverage Extensions:**

Property in Transit

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset, or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss, damage or "loss" under this Extension is \$100,000.

The Additional Condition Coinsurance does not apply to this Extension.

This Extension replaces any other Additional Coverage Extension-Property in Transit in this Coverage Part.

The limits applicable to enhancements 11 through 17 are in addition to other applicable Limits of Insurance.

VI. The following changes apply to the Building and Personal Property Coverage Form:

Enhancement No. 18

Under Section A. - **Coverage** the reference in **Your Business Personal Property** to the distance between the described premises and property in the open (or in a vehicle) is revised to 1,000 feet.

Enhancement No. 19

Under Section **A. - Coverage**, Furniture and fixtures in **Your Business Personal Property** is replaced by: Furniture, fixtures, machinery, equipment and tanks;

Machinery and equipment is replaced by: Foundations for any fixtures, machinery, equipment or tanks or connections for tanks, if such foundations, tanks, or tank connections are below the lowest basement floor, or the surface of the ground if there is no basement;

The provision for Foundations of buildings, structures, machinery or boilers under Property Not Covered is replaced by:

Foundations of buildings, structures other than tanks, or boilers; if their foundations are below:

- (1) The lowest basement floor; or
- (2) The surface of the ground, if there is no basement;

Enhancement No. 20

Additional Debris Removal

The **Debris Removal Additional Insurance** endorsement **CP 04 15** is added to the Building and Personal Property Coverage Form. With respect to this enhancement, the Schedule of the **Debris Removal Additional Insurance** endorsement **CP 04 15** shall show an amount of \$250,000. This limit applies to each location in any one occurrence.

Enhancement No. 21

The **Utility Services - Direct Damage** endorsement is added to the Building and Personal Property Coverage Form.

With respect to this enhancement, Covered Property at the premises described in the Schedule of CP 04 17 shall include all Covered Property at premises described in the Declarations of this Coverage Part.

The interruption must result from direct physical loss or damage that is caused by a Covered Cause of Loss to: Water Supply Services; Communication Supply Services, including overhead transmission lines; or Power Supply Services, including overhead transmission lines; as defined in CP 04 17 and such services must not be located on any premises described in the Declarations.

Covered Causes of Loss for this enhancement shall not include flood, earthquake or volcanic eruption.

The \$50,000 Limit of Insurance for this enhancement is within, and does not increase the Limit of Insurance stated in the Declarations as applicable to Covered Property.

Enhancement No. 22

The **Pollutant Clean Up And Removal Additional Aggregate Limit Of Insurance** endorsement is added to the Building and Personal Property Coverage Form.

With respect to this enhancement, the Schedule of the Pollutant Clean Up And Removal Additional Aggregate Limit Of Insurance endorsement shall show a \$90,000 Additional Aggregate Limit of Insurance and a Deductible of \$0.

Enhancement No. 23

The **Spoilage Coverage** endorsement is added to the Building and Personal Property Coverage Form.

With respect to this enhancement, if CP 04 40 is attached, any premises shown in the Declarations as Covered Property will be considered as listed in the Schedule of such Spoilage Coverage endorsement. The Schedule shall also show an "x" under Breakdown or Contamination, Power Outage and Selling Price.

If 8-E-2696 is attached, any premises shown in the Declarations as Covered Property will be considered as listed in the Schedule of such Spoilage Coverage endorsement.

The Limit of Insurance and Deductible shown in the Schedule of this Uniflex Endorsement for Spoilage coverage will be the applicable limit and deductible for this coverage.

Enhancement No. 24

Ordinance Or Law Coverage is added to the Building and Personal Property Coverage Form.

Ordinance or Law Coverage only applies to Building property for those locations for which Building Coverage is shown in the Declarations.

If the property so affected is covered under a blanket Limit of Insurance that applies to more than one building or item of property, then the most we will pay under **Coverage A - Coverage For Loss to the Undamaged Portion Of The Building** for that property is:

- (1) The value stated for the affected property in the Statement of Values; or
- (2) The value of the affected property at the time of loss if there is no Statement of Values.

Coverage A is included within the Limit of Insurance shown in the Commercial Property Declarations.

The most we will pay for the total of all covered losses for **Coverage B - Demolition Cost Coverage** and **Coverage C - Increased Cost of Construction Coverage** is a Combined Limit of Insurance of \$5,000,000 per building.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPOILAGE COVERAGE (Supplements Equipment Breakdown Coverage)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Schedule

Prem. No.	Bldg No.	Description of Property	Limit of Insurance	Deductible \$100 each occurrence unless otherwise indicated	Refrigeration Maintenance Agreement
ALL	ALL	SEE 8E2679-1	AND 8E2637		

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

The Coverage Form to which this endorsement applies is extended to insure against direct physical loss of or damage to Covered Property by the Covered Causes of Loss, but only with respect to coverage provided by this endorsement.

A. A.1. Covered Property is replaced by the following:

1. Covered Property

Covered Property means "perishable goods" in your care, custody, or control at the premises scheduled in the Spoilage Coverage endorsement. Such property may be owned by you or by others.

B. The following is added to **A.2.** Property Not Covered:

Property located:

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

C. A.3. Covered Causes Of Loss is replaced by the following:

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss of or damage from:

- a. Contamination by refrigerant; or
- b. Power outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, on or off the premises scheduled in the Spoilage Coverage endorsement. The power outage must be due to conditions beyond your control.

D. A.5. Coverage Extensions does not apply.

E. B. EXCLUSIONS (AND LIMITATIONS) is replaced by the following:

B. EXCLUSIONS

- 1. Only the following EXCLUSIONS in **B.1.** of the Causes of Loss - Special Form apply to the Spoilage Coverage endorsement:
 - a. **Earth Movement;**
 - b. **Governmental Action;**
 - c. **Nuclear Hazard;**
 - d. **War And Military Action;** and
 - e. **Water.**
- 2. As respects Spoilage Coverage, the following Exclusions are added: 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 Electric 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 any premises scheduled in the Spoilage Coverage endorsement 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. "Equipment breakdown."

F. D. DEDUCTIBLE is replaced by the following:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible scheduled in the Spoilage Coverage endorsement. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

G. The following is added to the Valuation Loss Condition:

We will determine the value of finished "perishable goods" in the event of loss or damage at:

1. The selling price, as if no loss or damage had occurred, on those "perishable goods" you would otherwise have sold during the "period of restoration," less discounts and expenses you otherwise would have had; or
2. The replacement cost of other "perishable goods."

H. F. ADDITIONAL CONDITIONS is replaced by the following:

Additional Condition

The following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

Refrigeration Maintenance Agreements

If a refrigeration maintenance agreement is shown as applicable (denoted by "yes" in the Schedule of the Spoilage Coverage endorsement) the following applies:

You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us, the insurance provided by the Spoilage Coverage endorsement will be automatically suspended at the involved location.

I. G. OPTIONAL COVERAGES does not apply.

J. The following are added to **H. DEFINITIONS**:

1. "Equipment breakdown" means:

- a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- b. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

2. "Period of restoration" means the period of time that:

- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises scheduled in the Spoilage Coverage endorsement; and
- b. Ends on the date when the property at the premises scheduled in the Spoilage Coverage endorsement should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Regulates the prevention, control, repair, clean-up, or restoration of environmental damage.

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

3. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION: COMPUTER AND OTHER ELECTRONIC-RELATED PROBLEMS (OTHER THAN LIABILITY)

This endorsement modifies insurance provided under the policy; and the following exclusions apply to all insurance provided under the policy:

- A.** This insurance does not apply to any claim, loss, damage, or damages (whether or not the form which describes the coverage defines such term or terms) caused directly or indirectly by, or arising directly or indirectly from or as a consequence of any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the claim, loss, damage, or damages:
1. Failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to the insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software or other electronic media and records;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions; whether belonging to or provided by the insured or others; that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A. 1. a. of this endorsement;
- due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize dates in or after the year 2000.
2. Your, or anyone on your behalf, providing or failing to provide any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, modification, replacement or supervision for the purpose of:
 - a. Defining, correcting or testing for any potential or actual problem described in Paragraph A. 1. of this endorsement; or
 - b. Correcting any deficiencies or changing any features of any items described in Paragraph A. 1. of this endorsement.
- B.** If an excluded event as described in A. 1. or A. 2. above results:
1. In a Covered Cause of Loss under the Equipment Breakdown Coverage, the Commercial Crime Coverage Part, the Commercial Inland Marine Coverage Part, the Standard Property Policy, or the Homeowners-Home Office/Home Business Extension Endorsement, Section I Coverages;
 2. Under the Commercial Property Coverage Part or the Graphic Edge COP Coverage Form:
 - a. In a "specified cause of loss" under the Causes of Loss- Special Form or the Graphic Edge COP Coverage Form ; or
 - b. In a Covered Cause of Loss under the Causes of Loss-Basic Form or the Causes of Loss-Broad Form;
 3. Under the Property Coverage Part of the Condominium Policy, Cooperative Apartment Policy, Homeowners Association Policy, Office Condominium Policy, Senior Housing Policy or Phased Living Facility Policy; in a "specified cause of loss";

4. Under the Businessowners Policy:
 - a. In a "specified cause of loss" under the Businessowners Special Property Coverage Form; or
 - b. In a Covered Cause of Loss under the Businessowners Standard Property Coverage Form; or

5. Under the Commercial Output Program Property Coverage Part, in a loss from **specified perils**;
we will pay only for the loss ("loss") or damage caused by such "specified cause of loss," Covered Cause of Loss or **specified perils**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MECHANICAL AND ELECTRICAL BREAKDOWN REDEFINED

This endorsement modifies insurance provided under the following:

DATA PROCESSING COVERAGE FORM

Additional Coverage Mechanical And Electrical Breakdown is replaced by the following:

Mechanical And Electrical Breakdown

1. We will pay, subject to the Breakdown Deductible, for direct physical loss or damage caused by "equipment breakdown" to Covered Property inside your building.

We will not pay for loss or damage caused by any change in your electrical power supply, such as interruption, power surge or brown-out, if the change originates more than 1,000 feet from the building containing your "data processing equipment".

2. As respects this Additional Coverage, "equipment breakdown":

a. Means:

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

b. Does not mean:

- (1) Failure, malfunction or inadequacy of:
 - (a) Any of the following, whether belonging to the insured or to others:
 - (i) Computer hardware, including microprocessors;
 - (ii) Computer application soft-ware or other electronic media and records;
 - (iii) Computer operating systems and related software;
 - (iv) Computer networks;
 - (v) Microprocessors (computer chips) not part of any computer system; or
 - (vi) Any other computerized or electronic equipment or components; or

- (b) Any other products, and any services, data or functions; whether belonging to or provided by the insured or others; that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph **2.b.(1)(a)** above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize dates in or after the year 2000.

- (2) Your, or anyone on your behalf, providing or failing to provide advice, consultation, design, evaluation, inspection, installation, maintenance, repair, modification, replacement or supervision for the purpose of:
 - (a) Defining, correcting or testing for any potential or actual problem described in paragraph **2.b.(1)** above; or
 - (b) Correcting any deficiencies or changing any features of any items described in paragraph **2.b.(1)** above.

However, if loss from a Covered Cause of Loss should occur that loss will be covered.

3. As respects this Additional Coverage, Exclusions **2.b.**, **2.f.** and **2.h.** do not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS EVENT EXPENSE COVERAGE

This endorsement modifies insurance provided under the following if included in this policy:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

Revised Limits	
Business Income And Extra Expense Aggregate Limit	\$ 50,000
Crisis Event Aggregate Limit	\$ 250,000
Each Person Crisis Event Limit	\$ 25,000

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

The changes described herein apply only with respect to this endorsement. All provisions of the Policy apply unless modified by this endorsement. This endorsement only covers Business Income and certain expenses because of a "crisis event". This endorsement does not provide any liability coverage or coverage for the cost or expense of defending any claim or suit.

- I. If the Commercial Property Coverage Part is attached, the following changes apply to the Business Income (And Extra Expense) Coverage Form:
- A. **Covered Causes Of Loss** means a "crisis event".
 - B. We will pay for the actual loss of Business Income you sustain and Extra Expense you incur due to the necessary "suspension" of your "operations" because of a "crisis event" which occurs at a premises described in the Declarations. Unless a higher Business Income and Extra Expense Aggregate Limit is shown in the Schedule, the most we will pay under this coverage is \$50,000 per policy term. Regardless of the number of "crisis events", the Business Income and Extra Expense Aggregate Limit is the most we will pay for the total of all loss of Business Income and Extra Expense arising out of all "crisis events" which take place in a 12-month period (starting with the beginning of the present annual policy period).
 - C. This coverage begins on the date of the "crisis event" and ends on the earlier of:
 1. 60 consecutive days after the date of the "crisis event"; or
 2. The date you restore "operations" at the described premises to the level that would have existed had no covered "crisis event" occurred.

The 72-hour time period in the definition of "period of restoration" does not apply.
 - D. Any coverage for Extra Expense does not apply to "individual crisis event expenses" or "institutional crisis event expenses" due to a "crisis event".
 - E. Under **Loss Conditions**, your duties described under **Duties In The Event Of Loss** also apply to a "crisis event".
- II. In the Commercial General Liability Coverage Form:
- A. The following Supplemental Coverage is added to Section I - **Coverages**:

Limited Crisis Event Expense Coverage

1. Insuring Agreement

- a. At your request, we will pay for "individual crisis event expenses" and "institutional crisis event expenses" due to a "crisis event" to which this insurance applies. Regardless of your legal liability, this insurance applies to a "crisis event" which occurs:
- (1) During the policy period;
 - (2) At a premises you own, rent or occupy including the area within 1,000 feet of that premises; and
 - (3) During the course and scope of your normal business activities.

2. Exclusions

In addition to all exclusions or limitations applicable to the Commercial General Liability Coverage Form, the following additional exclusions apply:

This insurance does not apply to:

- a. Any loss, damage, "individual crisis event expenses" or "institutional crisis event expenses" caused directly or indirectly by any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance.
- b. "Individual crisis event expenses" or "institutional crisis event expenses" incurred by the perpetrator(s) of the "crisis event".
- c. "Individual crisis event expenses" or "institutional crisis event expenses" incurred by any law enforcement, emergency services, or other civil authority personnel or agency that responded to the "crisis event".
- d. "Property damage" including any consequential loss or loss of use of that property or loss of use of tangible property that is not physically injured.
- e. Any legal fees, costs, judgments, or settlements.
- f. Medical Payments Coverage or other medical expenses that are provided without regard to fault, whether or not provided by the Coverage Form to which this endorsement is attached.

3. Limits of Insurance

- a. Unless higher limits are shown in the Schedule, the Crisis Event Aggregate Limit is \$250,000. The Crisis Event Aggregate Limit is the most we will pay for the total of all "individual crisis event expenses" and "institutional crisis event expenses" arising out of all "crisis events" during the policy period.

The Crisis Event Aggregate Limit applies 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 aggregate limit of insurance.*

*In New York, the Crisis Event Aggregate Limit will be increased in proportion to any policy extension provided.

- b. Subject to a. above, unless a higher Each Person Crisis Event Limit is shown in the Schedule, the most we will pay for all "individual crisis event expenses" sustained by any one person is \$25,000.

4. Death Benefit

Subject to the applicable Limits of Insurance above, upon the death of any person caused by a "crisis event" to which this coverage applies, the Company will pay to the estate of such person a death benefit of \$15,000.

*This coverage does not apply in Illinois.

- B. Under Section I - **Coverages**, the following is added as the final paragraph of **Coverage C Medical Payments**:

Medical Payments coverage does not apply to "individual crisis event expenses" or "institutional crisis event expenses" due to a "crisis event".

- C. The following changes apply to Section IV - **Commercial General Liability Conditions**:

1. **Duties In The Event Of Occurrence, Claim Or Suit** is replaced by the following:

Duties In The Event Of A Crisis Event

- a. You must see to it that we are notified as soon as practicable of any "crisis event". To the extent possible, notice should include:

- (1) How, when and where the "crisis event" took place; and
- (2) The names and addresses of the involved person(s) and any witnesses.

You must see to it that we receive written notice of the "crisis event" as soon as practicable.

- b. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "crisis event";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "crisis event".

2. The following Conditions are added:

- a. **Payment Of Claim**

Any payment under this coverage is not an admission of liability by any insured or us.

- b. **Proof Of Claim And Expenses**

Upon request by the Company, any person making a claim for benefits under this coverage or that person's assignee or representative must:

- (1) Execute a written proof of claim under oath including full particulars of the nature and extent of the injuries and treatment received and contemplated;
- (2) As may reasonably be required submit to examinations under oath by any person named by the company and subscribe the same;
- (3) Provide authorization that will enable the Company to obtain medical records;
- (4) Provide any other pertinent information that may assist the Company in determining the amount due and payable; and

- (5) Submit to medical examination, at our expense, by physicians of our choice as often as we reasonably require.

- III. The following definitions apply to the coverage provided by this endorsement:

- A. "Individual crisis event expenses" means those reasonable and necessary expenses listed below that are directly due to and incurred because of a covered "crisis event":

1. First aid or emergency care at the time of the "crisis event";
2. Ambulance, hospital, medical, surgical, nursing, X-Ray and dental services, including prosthetic devices;
3. Professional individual counseling services for up to 60 days after a "crisis event"; or
4. Funeral expenses.

- B. "Institutional crisis event expenses" means those reasonable and necessary expenses listed below that are incurred by the Named Insured and directly due to and incurred because of a covered "crisis event":

1. Fees paid to an independent public relations agency;
2. Fees paid to an independent security services agency;
3. Additional transportation costs; or
4. Professional group counseling services.

Coverage for these expenses applies for up to 60 days after the "crisis event".

- C. "Crisis event" means:

1. The intentional, unlawful:
 - a. Causing or threat to cause "bodily injury" to another person or persons; or
 - b. Holding or threat to hold another person or persons hostage under the threat of causing them "bodily injury";

which results in response and intervention by a law enforcement agency to suppress, control, and conclude the disturbance.

2. Any other man-made emergency situation that requires response, intervention, management or direction by a governmental or civil authority.

However, except for food-borne or water-borne illnesses, "crisis event" does not include the actual, alleged or threatened transmission of any communicable or infectious disease or illness.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS OUTDOOR STRUCTURES

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

SCHEDULE*

Revised Limit Of Insurance \$ \$50,000

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

The changes described herein apply only with respect to this endorsement. All provisions of the Policy apply unless modified by this endorsement.

Under Section A. - **Coverage**, the following is added to **Coverage Extensions**:

Miscellaneous Outdoor Structures

You may extend the insurance that applies to Buildings to apply to miscellaneous outdoor structures not attached to a Building that are owned and used by you on the described premises. This extension only applies to the extent that the miscellaneous outdoor structure is not covered elsewhere in this policy.

Subject to a \$50,000 limit per structure, unless a Revised Limit of Insurance is shown in the Schedule above, the most we will pay for all loss or damage in any one occurrence under this Extension is \$50,000.

The Limit of Insurance provided by this endorsement is not part of or included within any Blanket limit under the policy. Payments under this Extension are in addition to the Limits of Insurance.

The coverage provided under this endorsement does not supersede the Property Not Covered provision.

The Coinsurance Additional Condition does not apply to this Coverage Extension.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROVIDE NOTICE OF CANCELLATION TO ANOTHER ENTITY

This policy is subject to the following [Note: If this policy consists of more than one Coverage Part, separate notices are **not** required for each Coverage Part]:

SCHEDULE

Entity	Number Of Days
COUNTY OF ALBANY, 112 STATE STREET, ALBANY, NY 12207	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. If this insurance is cancelled, whether at your request or ours, we will endeavor to provide the entity shown in the Schedule with written notice of such cancellation within the number of days shown in the Schedule.
2. However, failure on our part to provide such notice shall not delay the effective date of cancellation of this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED BACKUP OF SEWERS OR DRAINS COVERAGE (NOT FLOOD - RELATED)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

SCHEDULE*

Revised Limit of Insurance	\$ 1,000,000
-----------------------------------	---------------------

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

- A.** We will pay for direct physical loss of or damage to Covered Property solely caused by or resulting from water or waterborne material that backs up through or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment. However, the coverage provided by this endorsement is not flood insurance and does not apply to any loss or damage that is induced by or caused directly or indirectly by flood, flood-related conditions, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge) regardless of whether any of the above is caused by an act of nature or is otherwise caused.
- B.** Unless a Revised Limit of Insurance is shown in the Schedule above, the most we will pay under this coverage for each building at each premises described in the Declarations in any one occurrence is \$10,000. Such Limit of Insurance is part of, not in addition to, the Limit of Insurance applicable to the Covered Property.
- C.** Only with respect to the insurance provided by this endorsement, to the extent that part (3) of the Water Exclusion in the Causes of Loss Form applicable to this coverage part conflicts with the coverage provided by this endorsement, that part does not apply.
- D.** If any excluded cause or event contributes concurrently or in any sequence to the loss, we will not pay for the loss caused directly or indirectly by such excluded cause or event under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTIONS FLOOD DEDUCTIBLE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
FLOOD COVERAGE ENDORSEMENT

In the Flood Coverage Endorsement, part 1. Under Section **H. Deductible** is replaced by the following:

1. a. When the Limit of Insurance provided by this Flood Coverage Endorsement is \$25,000 or less and the loss is \$25,000 or less, a \$500 deductible shall apply to the loss. (**Example 1**)
- b. When the Limit of Insurance provided by this Flood Coverage Endorsement exceeds \$25,000 and the loss is \$25,000 or less, a \$500 deductible shall apply to the loss. (**Example 2**)
- c. When the Limit of Insurance provided by this Flood Coverage Endorsement exceeds \$25,000 and the loss exceeds \$25,000: (**Example 3**)
 - (1) We will pay the first \$25,000 of loss. We will not apply a deductible to the first \$25,000 of loss.
 - (2) We will apply the Flood Deductible shown in the Flood Coverage Schedule (**8-S-3515**) or in the Declarations to the amount of loss in excess of \$25,000. If the adjusted amount of loss in excess of \$25,000 is less than or equal to the Deductible, we will not pay any additional loss. If the adjusted amount of loss in excess of \$25,000 exceeds the Deductible, we will then subtract the Deductible from that amount, and will pay the resulting amount or the Limit of Insurance, whichever is less.

d. Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

Limit of Insurance:	\$ 25,000
Amount of Loss:	\$ 12,500
Amount of Deductible:	\$ 500
Amount of Loss Payable:	\$ 12,000

Example 3*

Limit of Insurance:	\$ 500,000
Amount of Loss:	\$ 250,000
Flood Deductible in Flood Schedule:	\$ 25,000
Amount of Loss Payable:	\$ \$225,000

*No Deductible applies to the first \$25,000 of loss. A \$25,000 Flood Deductible applies to the amount of loss in excess of \$25,000 (\$225,000) resulting in an additional \$200,000 payment. The total payment is \$225,000 (\$25,000 + \$200,000).

Example 2

Limit of Insurance:	\$ 250,000
Amount of Loss:	\$ 10,000
Amount of Deductible:	\$ 500
Amount of Loss Payable:	\$ 9,500

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTH MOVEMENT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

If your policy includes an **Earth Movement** exclusion, this Earth Movement exclusion applies regardless of whether the earth movement is caused by an act of nature or is otherwise caused.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADJUSTMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

This Automatic Adjustment endorsement applies only when the Inflation Guard Optional Coverage is not shown as applicable in the Declarations.

The following provisions are added to Limits of Insurance:

A. Building Limits - Automatic Adjustment

1. The Limit of Insurance for Buildings will automatically increase by 1%.
2. The amount of increase will be:
 - a. The Building limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Building limit, times
 - b. 1%, expressed as a decimal is 0.01, times
 - c. The number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example:

If: The applicable Building limit is:	\$100,000
The annual percentage increase is:	1%
The number of days since the beginning of the policy year (or last policy change) is:	146
The amount of increase is:	
$\$100,000 \times .01 \times 146 / 365 =$	\$400

B. Business Personal Property Limit- Automatic Adjustment

1. The Limit of Insurance for Business Personal Property will automatically increase by 1%.
2. The amount of increase will be:
 - a. The Business Personal Property limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Business Personal Property limit, times
 - b. 1%, expressed as a decimal is 0.01, times
 - c. The number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Business Personal Property limit, divided by 365.

Example:

If: The applicable Business	
Personal Property limit is:	\$100,000
The annual percentage increase is:	1%
The number of days since the beginning of the policy year (or last policy change) is:	146
The amount of increase is:	
$\$100,000 \times .01 \times 146 / 365 =$	\$400

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**THEFT OF BUILDING MATERIAL AND SUPPLIES -
NEWLY CONSTRUCTED BUILDINGS**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

Only with respect to the coverage provided by this endorsement, any limitation in the Causes of Loss form applicable to this Coverage Part for Building materials and supplies not attached as part of the building or structure caused by or resulting from theft does not apply to your new buildings while being built on the described premises.

The most we will pay under this endorsement is \$100,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM

A. The following exclusion is added to Paragraph **B. Exclusions** in the Causes of Loss form applicable to this Coverage Part:

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Cyber Incident

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

B. Exceptions And Limitations

1. Fire Or Explosion

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

2. Additional Coverage(s)

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

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

3. The exclusion in Paragraph **A.** does not apply to loss or damage to electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

C. Vandalism

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Causes of Loss form applicable to this Coverage Part:

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

New York Notification of Presence of Hazardous Materials

THIS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.

PLEASE READ THIS NOTICE CAREFULLY.

As required by section 209-u of the general municipal law, we are providing you with the enclosed Hazardous Materials Report form.

As stated on the enclosed Hazardous Materials Report Form:

The information entered on these forms is essential to your local fire chief for protection of your employees, the fire fighters and citizens in the immediate area, and to reduce damage to your property in the event of a fire or an emergency.

Every fire insurance policyholder, engaged in commerce in this state, is required by law to report the presence of hazardous materials at their business address.

Failure to file in accordance with the provisions of section 209-u of the General Municipal Law could result in a fine.

A separate report is required annually for each business address.

Please review, complete and give the form to your local fire department.



Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

IMPORTANT NOTICE ABOUT YOUR POLICY AND THE FEDERAL TERRORISM REINSURANCE REAUTHORIZATION ACT OF 2019

Insurance coverage for losses resulting from acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, 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 generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should know that the terrorism risk insurance act, as amended contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurer's liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceeds \$100 billion, your coverage may be reduced.

Please read your policy and especially any endorsements attached to it which provide further information regarding how the law specifically affects your policy. There is no additional premium charged for terrorism coverage under this policy.



Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.598.8422

THIS NOTICE WITH THE COVERAGE FORM(S), DECLARATIONS PAGE AND
ENDORSEMENT, IF ANY, COMPLETES YOUR POLICY.

UTICA NATIONAL INSURANCE COMPANY OF OHIO

DIVIDEND PROVISION - PARTICIPATING COMPANIES:

The named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined and approved by its Board of Directors from time to time.

IN WITNESS WHEREOF, the Utica National Insurance Company of Ohio has caused this policy to be signed by its president and secretary at Columbus, Ohio, and countersigned on the declarations page by a duly authorized representative of the company.


Secretary


Chief Executive Officer

POLICYHOLDERS NOTICE - CYBER INCIDENT EXCLUSION

THIS POLICYHOLDERS NOTICE PROVIDES A SUMMARY OF RECENT COVERAGE CHANGES THAT APPLY TO YOUR POLICY. THIS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. FOR COMPLETE INFORMATION ON YOUR COVERAGES, READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

THIS NOTICE HIGHLIGHTS THE SIGNIFICANT CHANGES IN COVERAGE BUT DOES NOT REFERENCE EVERY EDITORIAL CHANGE MADE IN THE FORM.

PLEASE READ THIS NOTICE CAREFULLY.

▪ **Coverage Reduction**

An endorsement has been added to your policy which excludes coverage for loss or damage caused by:

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

To the extent that coverage may have been provided for these claims in the past, this change represents a reduction of coverage.

Please consult with your agent or broker if you have any questions.



Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.598.8422

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE SCHEDULE

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

FLOOD COVERAGE ENDORSEMENT

Inception Date Of Flood Coverage Endorsement: See declarations or if Flood Coverage is added after policy inception, see amendment date. **Note:** There is no coverage for a Flood that begins before or within 72 hours after this date. Refer to Section D.5.a. of the Endorsement for additional information.

Description Of Personal Property In The Open, If Covered For Flood:

Flood Deductible: \$500 **No-Coinsurance Option:** **Yes:** X **No:**

Other Flood Insurance, If Any (identify insurer and policy number):

Primary (NFIP):

Other:

Underlying Insurance Waiver: **Yes:** X **No:** **Note:** Refer to Section I.1. of the Endorsement for an explanation of this option.

Annual Aggregate Limit - Flood Coverage Endorsement \$106,000 **Note:** Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

Flood Limit of Insurance - Single Occurrence: Enter the Limit(s) in Section A and/or B of this Schedule. Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

A. Blanket Limits

Each Blanket Limit shown below applies only to the Buildings, Locations, Covered Property or Coverages for which it is specifically listed. The Blanket Limit is the most we will pay for all loss or damage to the indicated Covered Property/Coverages at the Buildings and Locations listed, subject to all other applicable provisions of the Limit of Insurance section in the Flood Coverage Endorsement.

Note: Use one line of entry in the schedule below to show all Buildings, Locations, Covered Property or Coverages subject to a specific Blanket Limit. Do not include any Covered Property or Coverages specifically scheduled under Section B.

Use the following abbreviations to indicate applicable Covered Property/Coverage:

Bldg. = Building; BPP = Business Personal Property; BI = Business Income Coverage Form; EE = Extra Expense Coverage Form

**Loc. Numbers &
Bldg. Numbers**

Covered Property/Coverage

**Blanket Limit
of Insurance**

SEE 8E1613

\$106,000

- B.** Separate Limits (If a separate Limit of Insurance is entered in this section of the Schedule, **B.**, for a particular Covered Property/Coverage, that Covered Property/Coverage should NOT be included under a Blanket Limit.)

Loc. No.	Bldg No.	Coverage	Limit of Insurance
2		BLDG, BPP	



UTICA NATIONAL INSURANCE GROUP

UTICA NATIONAL INS OF OHIO
180 GENESEE ST
NEW HARTFORD, NY 13413

U0401
TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
(518) 464-0059

POLICY NUMBER: CPP 1400622
RENEWAL OF CPP 1400622
NAMED INSURED: VOORHEESVILLE CENTRAL SCHOOL DISTRICT
ADDRESS: ROUTE 85A
VOORHEESVILLE, NY 12186

FORM OF BUSINESS: ORGANIZATION OTHER THAN PARTNERSHIP OR JOINT VENTURE

BUSINESS DESCRIPTION: SCHOOL

POLICY PERIOD: FROM 07-01-21 TO 07-01-22 12:01 A.M. Standard Time at your address shown above.

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

COMMERCIAL GENERAL LIABILITY COVERAGE PART - DECLARATIONS

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	\$	3,000,000
Products-Completed Operations Aggregate Limit	\$	1,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage To Premises Rented To You Limit	\$	1,000,000
Medical Expense Limit (Any One Person)	\$	10,000

LOCATIONS OF ALL PREMISES OTHER THAN THE ADDRESS SHOWN ABOVE WHICH YOU OWN, RENT OR OCCUPY ARE LISTED ON COMMERCIAL GENERAL LIABILITY DECLARATIONS - CONTINUED

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART:	ADVANCE PREMIUM	\$	57,244.00
	TOTAL ADVANCE PREMIUM	\$	57,244.00

SEE 8-S-1018

Authorized Representative

CPP CG 51 9 1400622

SUPPLEMENTAL DECLARATIONS

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORM -----	EDITION -----	TITLE -----
CG2409	07/98	GOVERNMENTAL SUBDIVISIONS
CG0104	12/04	NY CHANGES- PREMIUM AUDIT
8E2291	07/96	SCHOOL PROGRAM RENEWAL CREDIT
8E2119	07/96	DIVIDEND PLAN ENDORSEMENT
8C1014	09/04	EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE FORM
8E2270	01/96	SCHOOL SAFETY ASSOCIATION FORMAL RISK MANAGEMENT PROGRAM CRE
8E1696	07/92	KNOWLEDGE OF OCCURRENCE
8E1717	07/92	NOTICE OF OCCURRENCE
8E1718	09/90	UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
8C1213NY	07/14	SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE FORM
8C1848NY	11/01	ABUSE OR MOLESTATION LIABILITY COVERAGE FORM
8D1848	09/99	ABUSE OR MOLESTATION LIABILITY COVERAGE PART(INCLUDING SEXUA
8E1875	09/16	NY CHANGES-ABUSE OR MOLESTATION LIABILITY COVERAGE
8E3450	04/03	AMENDMENT FOR ELECTRONIC CHATROOMS AND BULLETIN BOARDS
8E3305	07/13	FAILURE TO MAINTAIN INSURANCE OR BONDS
CG2147	12/07	EMPLOYEE RELATED PRACTICES EXCLUSION
8D1014NY	09/04	EMPLOYEE BENEFIT PROGRAMS LIABILITY
8E1979	08/97	LIMITED POLLUTION COVERAGE EXTENSION
8E2406	07/98	ADDITIONAL INSURED - EDUCATIONAL INSTITUTIONS
8E1757	05/09	ADDITIONAL INSURED FOR SPECIFIED EVENT OR LOCATION
8E1757	05/09	ADDITIONAL INSURED FOR SPECIFIED EVENT OR LOCATION
8E1579	10/04	NY CHANGES, AMENDATORY ENDORSEMENT
CG2011	04/13	ADDITIONAL INSURED- MANAGERS OR LESSORS OF PREMISES
CG2504	05/09	DESIGNATED LOCATIONS GENERAL AGGREGATE LIMIT
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
8D1213NY	07/14	SDELL DECLARATIONS FOR EDUCATIONAL INSTITUTIONS-CLAIMS MADE
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
8E3042NY	07/20	EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
8E4174	07/18	EDUCATIONAL INSTITUTIONS LIMITED UNMANNED AIRCRAFT COVERAGE
8E4110	08/17	LOSS ONLY RETAINED AMOUNT
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON

SUPPLEMENTAL DECLARATIONS

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORM -----	EDITION -----	TITLE -----
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
8E4182	07/20	YOUR INVESTIGATION AND PUBLIC RELATIONS EXPENSES
8E1657	08/20	SDELL ADDITIONAL DEFENSE COVERAGE ENDORSEMENT
CG2404	05/09	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO U
CG2026	04/13	ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATON
8E3633	07/21	CRISIS EVENT EXPENSE COVERAGE
8E3576	04/14	GOOD SAMARITAN COVERAGE
8E3674	05/09	EXCLUSION RECORDING & DISTRIBUTION OF MATERIAL OR INFO IN VI
8E4271	03/20	AMENDMENT OF WRONGFUL ACT DEFINITION
8E4222	07/19	SDELL NOTICE OF POSSIBLE CLAIM ENDORSEMENT
8E3676	12/08	LAW ENFORCEMENT AND SECURITY OFFICER COVERAGE
CG2111	06/15	EXCLUSION UNMANNED AIRCRAFT COVERAGE B ONLY
IL0985	12/20	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE
CG2170	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG0163	04/17	NEW YORK CHANGES-COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2106	05/14	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL/PERSONAL INFO
IL0268	01/14	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL
CG2001	04/13	PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION
CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2426	04/13	AMENDMENT OF INSURED CONTRACT DEFINITION
IL0023	07/02	NUCLEAR ENGERY LIABILITY EXCLUSION ENDORSEMENT
8E3202	01/02	ASBESTOS EXCLUSION
IL0017	11/98	COMMON POLICY CONDITIONS
CG2621	10/91	NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURA
8E2370	05/00	ABUSE OR MOLESTATION EXCLUSION

POLICY NUMBER: CPP 1400622

Item No.	Locations/Classifications	Code No. St.-Terr.	Premium Basis	Rates		Advance Premium	
				OTHER	PR/CO	OTHER	PR/CO
001A	SCHOOLS - PUBLIC - ELEMENTARY, KINDER-GARTEN OR JUNIOR HIGH - PRODUCTS - COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	47471 NY-018	PUPILS 872	PER PUPIL		INCLUDED	
002A	SCHOOLS - PUBLIC - HIGH - PRODUCTS - COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	47473 NY-018	PUPILS 324	PER PUPIL		INCLUDED	
136B	8D1848 ABUSE OR MOLESTATION LIABILITY COVERAGE PART(INCLUDING SEXUAL MISCOND	47471 NY-018				INCLUDED	
188B	8D1014NY EMPLOYEE BENEFIT PROGRAMS LIABILITY	92100 NY-018				INCLUDED	
201B	8E1979 LIMITED POLLUTION COVERAGE EXTENSION	90110 NY-018				INCLUDED	
362B	8D1213NY SDELL DECLARATIONS FOR EDUCATIONAL INSTITUTIONS-CLAIMS MADE BASIS	47471 NY-018				INCLUDED	
489B	8E4182 YOUR INVESTIGATION AND PUBLIC RELATIONS EXPENSES	47471 NY-018				INCLUDED	
517B	8E3633 CRISIS EVENT EXPENSE COVERAGE	44444 NY-018				INCLUDED	

Total Advance Other and PR/CO \$ 57,244

TOTAL ADVANCE PREMIUM \$ 57,244

ITEM LETTER CODE

A=HAZARD
B=FORM
C=FLAT CHARGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL SUBDIVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II - Who Is An Insured** is amended to include as an insured any elective or appointive officer or a member of any board or commission or agency of yours while acting within the scope of their duties as such.
- B. Paragraph **b.** of the definition of "mobile equipment" in the **Definitions** Section is replaced by the following:
 - 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - b. Vehicles maintained for use solely on or next to premises you or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **b.** of the **Premium Audit** Condition **Section IV** is replaced by the following:

PREMIUM AUDIT

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

B. Except as provided in Paragraph A. above, the **Examination Of Your Books And Records** Common Policy Condition continues to apply.

EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE.

Please read the entire form carefully.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VII - DEFINITIONS.

SECTION I - EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay for all "loss" resulting from a "claim" made by any of your employees, former employees, or their beneficiaries or legal representatives, for a "wrongful act" to which this insurance applies. We will have the right and duty to defend an "insured" against any "suit" seeking such "loss" even if any allegations of the "suit" are groundless, false, or fraudulent. However, we will have no duty to defend an insured against any "suit" seeking "loss" to which this insurance does not apply. At our discretion, we may investigate any allegation of a "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 IV - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of "loss."

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

- b. This insurance does not apply to "wrongful acts," which took place before the Retroactive Date, if any, shown in Declarations for this Coverage Part or which take place after the "policy period." This insurance applies only to "loss" from "wrongful acts" which take place:
- (1) In the Coverage Form Territory described in Section III;

- (2) During the "policy period" and "claim" for damages is first made against any insured during the "policy period"; or
- (3) Prior to the "policy period," but on or after the Retroactive Date, if any, shown in the Declarations for this Coverage Part, if prior to the effective date of this Coverage Part:
 - (i) The insured did not give notice to any prior insurer of such "wrongful act"; and
 - (ii) The insured had no knowledge of such "wrongful act" likely to give rise to a "claim" hereunder; and
 - (iii) "Claim" for damages is first made against any insured during the "policy period."

- c. A "claim" by any person or organization seeking "loss" will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a. above.

- d. All "claims" for "loss" based on or arising out of a single "wrongful act" or all "interrelated wrongful acts" of one or more insureds will be deemed to be one "claim" and to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Any dishonest, fraudulent, malicious, or criminal conduct of an insured. This exclusion applies only to insureds who participated in, acted with knowledge of, or acquiesced to such conduct.

- b. Any "claim" for libel or slander.
- c. Bodily injury to, or sickness, disease, or death of any person, or to injury to or destruction of tangible property, including the loss of use thereof.
- d. Any "claim" for failure of performance of contract by any insurer; including failure of any "employee benefit program".
- e. Any "claim" based upon the insured's failure to comply with any law concerning workers compensation, unemployment compensation, social security, disability benefits or any similar law.
- f. Any "claim" based upon the termination of any "employee benefit program".
- g. Any "claim" based upon: (1) Failure of stock shares to perform as represented by an insured; or (2) Advice given by an insured to an employee to participate or not to participate in stock subscription plans; or (3) The investment or non-investment of funds.
- h. Any "claim" arising from liability assumed or contracted for by the named insured.
- i. "Loss" based upon or attributable to an insured gaining personal profit or advantage to which the insured is not legally entitled.
- j. Any "wrongful act" if insurance for such "loss" is provided by any other Coverage Part attached to this policy or by any other insurance policy issued by any member company of the Utica National Insurance Group. This exclusion does not apply to an Excess Liability Policy written specifically to apply in excess of the limits of this Coverage Part.
- k. "Loss" from any obligation arising from an insured's activities in a fiduciary capacity as respects any employee benefit plan. As used in this exclusion, fiduciary means a person or entity which:
 - (1) Exercises any discretionary authority or discretionary control respecting management of such plan or exercises any authority or control respecting management or disposition of its assets; or
 - (2) Renders investments advice, direct or indirect, with respect to any money or other property of such plan, or has authority or responsibility to do so.
- l. "Loss" arising out of wrongful termination of employment, discrimination, humiliation or other employment-related practices or policies.

3. Supplementary Payments

We will pay, with respect to any "claim" or "suit" we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the "suit."
- e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in the court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your directors and stockholders are also insured, but only with respect to their liability as stockholders or directors.
- 2. Each of your employees and executive officers are also insureds, but only if such employee is authorized to act in the "administration" of the insured's "employee benefit programs."

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

SECTION III - COVERAGE FORM TERRITORY

This Coverage Part applies only to "wrongful acts" which take place within the United States of America, its territories or possessions or Canada. We will only defend "claims" or "suits" which are made in the territory described above.

SECTION IV - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits."
2. The Aggregate Limit For Each Annual Policy Year is the most we will pay for damages because of "losses" covered by this form.
3.
 - a. Subject to 2. above, the Each Loss limit is the most we will pay for all "loss" from any one "wrongful act" or all "interrelated wrongful acts" of one or more insureds; and
 - b. Only one deductible amount applies to all such "loss."
4. The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
5. The deductible amount of \$1,000 as stated in the Declarations, shall be deducted from the amount of each "loss" covered by this Coverage Part. We will be liable only for damages in excess of the deductible. We may pay any part or all of the deductible amount to settle a "claim" or "suit" and you agree to promptly reimburse us for such part of the deductible amount paid by us

SECTION V - EMPLOYEE BENEFIT PROGRAMS LIABILITY CONDITIONS

1. **Bankruptcy**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties in the Event of 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) The names and addresses of any persons involved in the "wrongful act" and witnesses; and

- (3) The nature of the harm resulting from the "wrongful act."

Notice of a "wrongful act" is not notice of a "claim".

- b. If a "claim" is received by any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the "claim" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit."
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "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 "loss" to which this insurance may also apply.
 - d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If the other valid and collectible insurance is available to the insured for a "loss" we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis available to the insured for any "wrongful act" which took place prior to the "policy period."

When this insurance is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of "loss," if any, that exceeds the sum of:

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

We will share the remaining "loss," if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the "loss" remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

5. Premium

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each annual period of this policy the first Named Insured shall furnish the company with a statement of the total number of employees at the end of the "policy period." The earned premium shall be computed on the average number of employees at the beginning and end of such period in accordance with the rates set forth in the Declarations. If the premium so computed exceeds the estimated advance premium paid, the first Named Insured shall pay the excess to the company; if less, the company shall return to the first Named Insured the excess portion paid, subject to the minimum premium for this insurance stated in the Declarations.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Your Right to Claim and Wrongful Act Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding "employee benefit programs" claims made Coverage Part we have issued to you during the previous three years:

- a. A list of other record of each "wrongful act" not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of this Section. We will include the date and brief description of the "wrongful act" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under the applicable Aggregate Limit for Each Annual Policy Year.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile "claim" and "wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide an Automatic Extended Reporting Period as described in paragraph 3., or if you purchase it, an Optional Extended Reporting Period Endorsement as described in paragraph 4. in the event of any "termination of coverage."
2. Any "claim" first made during an Extended Reporting Period will be deemed to have been made on the last day of the "policy period," provided that the "claim" is for "loss" from "wrongful acts" which took place before the end of the "policy period" of this policy (but not before any applicable Retroactive Date).

Extended Reporting Periods:

- a. Do not extend the "policy period" or change the scope of coverage provided;

- b. Apply only to the coverage terminated or reduced; and
- c. Apply only as excess insurance over any other valid and collectible insurance available to the insured, whether primary, excess, contingent, or on any other basis, whose policy period begins or continues after the Extended Reporting Period takes effect.

3. The Automatic Extended Reporting Period is provided without additional charge. This period starts with the end of the "policy period" and lasts until the earliest of the following:

- a. Five years for "claims" arising out of a "wrongful act" reported to us, not later than 90 days after the end of the "policy period," in accordance with paragraph 2.a. of Section V - Employee Benefit Programs Liability Conditions;
- b. The date of purchase of (and payment of required premium for) the Optional Extended Reporting Period described in this Coverage Part; or
- c. Ninety days.

The Automatic Extended Reporting Period may not be cancelled.

4. If you purchase the Optional Extended Reporting Period Endorsement, the Extended Reporting Period will be of unlimited duration. This period starts on the later of the following dates:

- a. The end of the "policy period"; or
- b. The date of purchase of (and payment of required premium for) the Optional Extended Reporting Period described in this Coverage Part, as limited by the time allowed for such purchase.

5. a. We will notify you in writing within thirty (30) days after the date of "termination of coverage" of costs for and provisions of the Extended Reporting Periods unless we cancel for nonpayment of premium or fraudulent activities of an insured.

- b. You will have until the later of sixty (60) days after the date of "termination of coverage," or thirty (30) days after the date of mailing of the Extended Reporting Period notice provided for above, to request the Optional Extended Reporting Period. Your request must be submitted to us in writing with your premium payment.

- c. The Optional Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Endorsement may not be cancelled.

- d. We will determine the actual premium for the Optional Extended Reporting Period Endorsement in accordance with our rules and rates.
 - e. The premium for the Optional Extended Reporting Period Endorsement is shown in the Declarations or in any endorsement changing the premium because of any change in the nature or extent of the risk during the "policy period." The premium for the Optional Extended Reporting Period will be fully earned when the endorsement takes effect.
6. The Optional Extended Reporting Period Endorsement will also amend paragraph 4.b. of Section V - Employee Benefit Programs Liability Conditions (Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent, or on any other basis, whose policy period begins or continues after the Optional Extended Reporting Period Endorsement takes effect.
 7. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this Coverage Part applies, except to the extent described in paragraph 8. of this Section.
 8. If you purchase the Optional Extended Reporting Period Endorsement:
 - a. We will provide a single aggregate limit of insurance for the entire Optional Extended Reporting Period equal to the dollar amount entered in the Declarations as the Aggregate Limit For Each Annual Policy Year for the final year of the terminated Employee Benefit Programs Liability Coverage Part.
 - b. Paragraph 2. of Section IV - Limits of Insurance will be amended to reflect the aggregate as described in a. above.
 - c. The Each Loss limit shown in the Declarations will continue to apply, as set forth in paragraph 3. of Section IV - Limits of Insurance.
 9. If, in the event of any "termination of coverage," you elect to purchase the Optional Extended Reporting Period Endorsement:
 - a. Any return premium due you for the "termination of coverage" will be credited to the premium due for the Optional Extended Reporting Period Endorsement; and
 - b. Any additional premium or Retained Amount due us for the period the policy was in force must be fully paid before any payments can be applied to the premium due for the Optional Extended Reporting Period Endorsement.

SECTION VII - DEFINITIONS

1. "Administration" means the following acts provided that they are authorized by the Named Insured:
 - a. Giving or failure to give counsel to employees with respect to the "employee benefit programs";
 - b. Interpreting the "employee benefit programs";
 - c. The handling of records in connection with the "employee benefit programs"; or
 - d. Effecting enrollment, termination or cancellation of employees under the "employee benefit programs".

However, "administration" does not include handling payroll deductions.
2. "Claim" means a written notice, including service of "suit" or demand for arbitration, received by one or more insureds which alleges a "wrongful act" or asks for money or services.
3. "Employee benefit programs" means:
 - a. Pension and profit sharing plans;
 - b. Individual Retirement Account (IRA) plans;
 - c. Salary reduction plans under Internal Revenue Code 401(k), 403(b), or any amendments thereto;
 - d. Employee stock subscription plans;
 - e. Savings Plans;
 - f. Group plans for life, health, dental, disability, automobile, homeowners and legal advice insurance;
 - g. Social Security system benefits;
 - h. Workers compensation and unemployment insurance;
 - i. Travel and vacation plans; and
 - j. Educational tuition reimbursement plans.
4. "Interrelated wrongful acts" means "wrongful acts" which arise out of and have as a common basis:
 - a. Related circumstances, situations, events, transactions or facts;
 - b. A series of related circumstances, situations, events, transactions or facts; or
 - c. A common pattern of conduct.
5. "Loss" means any amount which an insured becomes legally obligated to pay as damages for any "claim" to which this insurance applies and shall include judgments and settlements. To the extent allowed by law, "loss" shall include punitive or exemplary damages. "Loss" shall not include:
 - a. Fines or penalties imposed by law; and
 - b. Matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.

6. "Policy Period" means that period stated in the Declarations.
 - a. If this Coverage Part is issued subsequent to the issuance of the policy, the "policy period" will commence only as of the effective date of this Coverage Part.
 - b. If this Coverage Part or the policy to which it is attached is cancelled the "policy period" will end with that termination date.
 - c. If there is a "termination of coverage" as described in parts **b.** or **c.** of the definition of "termination of coverage", the "policy period" will be understood to end on the date of such change, but only with respect to such changed coverage.
7. "Suit" means a civil proceeding in which "loss" from a "wrongful act" is alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.
8. "Termination of coverage" means:
 - a. Cancellation or nonrenewal of the policy;
 - b. Decrease in limits, reduction of coverage, increased deductible or self-insured retention, new exclusion; or
 - c. Other change in coverage less favorable to the insured.
9. "Wrongful Act" means any breach of duty, neglect, error, omission, misstatement or misleading statement in the "administration" of your "employee benefit programs."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF OCCURRENCE, CLAIM OR SUIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that knowledge of an "occurrence," claim or "suit" by any agent, servant, or employee of the insured shall not in itself constitute knowledge by the insured, unless an executive officer of the named insured corporation (or individual designated by an executive officer to receive such notice) shall have received notice of such an "occurrence," claim or "suit."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF OCCURRENCE, CLAIM, OR SUIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the insured to notify the company of any "occurrence," claim or "suit" of which such person has knowledge shall not invalidate the insurance afforded by this policy as respects the Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not invalidate the insurance afforded by this policy if such failure or omission is not intentional.

SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE FORM

(For Educational Institutions)

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE.

Please read the entire form carefully.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VIII - Definitions.

Up to 50% of the Retained Amount will be payable for "defense costs".

SECTION I - SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay for all "loss" resulting from a "claim" for a "wrongful act" to which this insurance applies. We will have the right and duty to defend an "insured" against any "suit" seeking such "loss" even if the allegations of the "suit" are groundless, false, or fraudulent. However, we will have no duty to defend an insured against any "suit" seeking "loss" to which this insurance does not apply. We have the right, but not the duty, to appeal any judgment.

At our discretion, we may investigate any allegation of a "wrongful act" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for "loss" is limited as described in Section IV - Limits Of Insurance And Retentions; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of "loss".

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

- b. This insurance applies only to "wrongful acts" which take place:
- (1) In the Coverage Form Territory described in Section III;
 - (2) During the "policy period" and "claim" for "loss" is first made against any insured during the "policy period" or any extended reporting period provided; or

- (3) Prior to the "policy period," but on or after the Retroactive Date, if any, shown in the Declarations for this Coverage Form, provided that prior to the effective date of this Coverage Form:

- (a) The insured did not give notice to any prior insurer of such "wrongful act;"
 - (b) The insured had no knowledge of such "wrongful act" likely to give rise to a "claim" hereunder; and
 - (c) The "claim" is first made against any insured during the "policy period" or any extended reporting period provided.
- c. A "claim" by any person or organization seeking "loss" will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph 1.a. above.
- d. All "claims" for "loss" based on or arising out of a single "wrongful act" or all "interrelated wrongful acts" of one or more insureds will be deemed to be one "claim" and to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to any "claim" directly or indirectly, in whole or in part, arising out of, involving, resulting from, or caused by any of the following:

a. Failure To Purchase Insurance Or Bonds

"Loss" resulting from failure to purchase proper insurance or maintain adequate limits of insurance or bonds.

b. Fraudulent, Malicious, Or Criminal Acts

Any dishonest, fraudulent, malicious, or criminal conduct of an insured. This exclusion applies only to insureds who participated in, acted with knowledge of, or consented to such conduct.

c. Bodily Injury Or Property Damage

(1) Bodily injury from whatever cause including emotional distress, sickness, disease, or death, or for care and loss of consortium, support, companionship, or services of any kind resulting from bodily injury; or

(2) Damage to or destruction of tangible property, including loss of use thereof.

d. Personal And Advertising Injury

"Loss" from "personal and advertising injury".

e. Employee Benefit Plans

"Loss" related to the administration of any employee benefit plan.

f. Unjust Enrichment

"Loss" based upon or attributable to an insured gaining any personal profit or advantage to which the insured was not legally entitled.

g. Salary, Benefits Or Contracts

Any amounts due:

(1) For salary, benefits or other remuneration, or that are based on or include salary, benefits or other remuneration as a measure of damages; or

(2) Under the terms of any contractual obligation.

This exclusion does not apply:

(a) To the extent that coverage is provided in the Limited Coverage For Salary, Benefits Or Contractual Claims; or

(b) To fees, costs, and expenses of the investigation, defense, or appeal of any "claim" or suit or arbitration or administrative proceeding resulting from any "claim" for which coverage is provided by the Limited Coverage For Salary, Benefits Or Contractual Claims.

h. Fair Labor Standards Act

Actual or alleged violations of The Fair Labor Standards Act or any rules, regulations, or amendments promulgated thereto. This exclusion also applies to any similar provisions of other federal, state or local laws or any amendments thereto.

i. Pollution

(1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants:

(a) At or from any premises, site, or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site, or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing, or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom an insured may be legally responsible; or

(d) At or from any premises, site, or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) If the pollutants are brought on or to the premises, site, or location in connection with such operations by such insured, contractor, or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "claims" arising out of heat, smoke, or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any "loss," cost, or expense arising out of any:

(a) Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or

(b) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

j. Asbestos

"Loss" due to or resulting from asbestos.

k. Nuclear Hazard

"Loss":

(1) With respect to which an "insured" under this insurance is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(3) Resulting from the "hazardous properties" of "nuclear material," if:

(a) The "nuclear material" (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (ii) has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an "insured"; or

(c) The "loss" arises out of the furnishing by an "insured" of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (c) applies only to "loss" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" include radioactive, toxic, or explosive properties;

"Nuclear material" means "source material," "special nuclear material," or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (i) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (ii) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing "spent fuel," or (iii) handling, processing, or packaging "waste";

(c) Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Loss", in this exclusion, includes all forms of radioactive contamination of property.

I. Disparate Treatment Discrimination

Unlawful discrimination based on disparate treatment. The policy will provide defense and indemnity to the extent allowed by law.

m. Abuse Or Molestation

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

(2) "Wrongful acts" involving the:

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

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

This exclusion also applies if the "claim" is based on any alleged practice, custom or policy, or that a person's civil rights were violated.

For the purposes of this exclusion, abuse means an intentional, inherently harmful act.

n. Collective Bargaining

"Loss" related to the collective bargaining process or due to any actual or alleged violation of any collective bargaining agreement.

3. Limited Coverage For Salary, Benefits Or Contractual Claims

Subject to the reduced limits stated below, we will pay for your liability for:

- a. Salary, benefits or other remuneration due to "wrongful employment practices"; or
- b. Amounts due under the terms of any contractual obligation.

The reduced limits stated below are the most we will pay under this Limited Coverage. These limits do not increase the School District and Educators Legal Liability Limits of Insurance stated in the Declarations.

Limits of Insurance For This Section:

Each "Loss" Limit - \$2,500

Aggregate for Each

Annual Policy Year Limit - \$100,000

4. Supplementary Payments

a. We will pay with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- (1) All "defense costs" we incur.
- (2) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

b. We will pay with respect to any "suit" against an insured we defend:

- (1) All costs taxed against the insured in the "suit". However:
 - (a) With respect to "suits" alleging failure to provide an appropriate Individualized Education Program (IEP), the most we will pay for attorney fees, costs or expenses awarded to any prevailing party or taxed against the insured is \$15,000 for any one "suit".
 - (b) With respect to "suits" other than those alleging failure to provide an appropriate Individualized Education Program (IEP), the most we will pay for attorney fees, costs or expenses awarded to any prevailing party or taxed against the insured is \$1,000,000 for any one "suit".

- (2) Pre and post-judgment interest on that part of the judgment that we pay up to the policy limits.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of liability. We do not have to furnish these bonds.

These payments will not reduce the Limits of Insurance.

SECTION II - WHO IS AN INSURED

Each of the following is an insured to the extent set forth below:

1. The "educational institution" named in the Declarations, its School Board, School Committee, Board of Trustees, Board of Governors or similar governing body and, for acts within the scope of their duties as such, all persons who were, now are, or shall be, its:
 - a. Elected or appointed members of the Board of Education, Board of Trustees, School Directors, School Committee, Board of Governors or similar governing body;
 - b. Employees;
 - c. Student Teachers;
 - d. School Volunteers; and
 - e. Students while serving in a supervised internship program sponsored by the "educational institution".
2. With respect to the liability of insureds described above, the heirs, administrators, assigns, and legal representatives of each insured in the event of death, incapacity, or bankruptcy.

SECTION III - COVERAGE FORM TERRITORY

This Coverage Form applies only to "wrongful acts" which take place in any part of the world if the insured's responsibility to pay damages is determined:

1. In a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico, or Canada; or
2. By settlement of a "claim" we agree to.

SECTION IV - LIMITS OF INSURANCE AND RETENTIONS

1. The Limits of Insurance shown in the Declarations and the provisions below determine the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Aggregate For Each Annual Policy Year is the most we will pay for "losses" covered by this Coverage Form.

3. Subject to 2. above, the Each Loss limit is the most we will pay for all "loss" from any one "wrongful act" or all "interrelated wrongful acts" of one or more insureds.

4. Our Limit of Insurance for Each "Loss" applies in excess of the Retained Amount set forth in the Declarations.

5. The insured's Retained Amount, as stated in the Declarations, shall be applied to payments for both "loss" and "defense costs" covered by this Coverage Form. Subject to any Coinsurance participation by the insured, we will be liable only for "loss" in excess of such Retained Amount, up to the Each "Loss" limit. We may pay any part or all of the insured's Retained Amount to settle a "claim" or "suit" or to pay for "defense costs". You agree to promptly reimburse us for such part of the Retained Amount paid by us.

"Defense costs" are chargeable against the Retained Amount even if no "loss" is paid for the "claim". However, the amount charged to you for "defense costs" shall not exceed 50% of the Retained Amount.

The determination of the company as to the reasonableness of any "defense costs" payable towards the Retained Amount or Coinsurance shall be conclusive for all parties.

6. The limits of this Coverage Form 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 Aggregate Limit for this coverage will be increased in proportion to any policy extension provided.

SECTION V - COINSURANCE

1. You will be responsible for your share, in excess of the Retained Amount for all "loss" and "defense costs" arising out of each "wrongful act" to which this insurance applies.
2. Your share will be determined by multiplying the amount of such "loss", after deduction of the Retained Amount, and/or "defense costs" by the percentage shown in the Declarations as the Participation Percentage. Your coinsurance participation is limited to the Maximum Participation Amount shown in the Declarations. We will be responsible for the remaining "loss", subject to the applicable Limits of Insurance, and "defense costs" payable under this insurance.

3. Subject to the provisions of this section, we may make payments for "loss" and "defense costs" and then request you to pay us your percentage share. You agree to promptly reimburse us for your share. We do not waive our right to recover your share of such payments by making payments for "loss" or "defense costs".

SECTION VI - SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Form.

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" or "wrongful employment practices" which may result in a "claim". To the extent possible, notice should include:

- (1) How, when, and where the "wrongful act" or "wrongful employment practices" took place;
- (2) The names and addresses of persons involved in the "wrongful act" or "wrongful employment practices" and witnesses; and
- (3) The nature of the harm resulting from the "wrongful act" or "wrongful employment practices".

- b. If a "claim" is received by an insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received;
- (2) Notify us as soon as practicable; and
- (3) Forward written notice of the "claim" to us as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to an insured because of "loss" to which this insurance may also apply.

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

- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

- f. Failure to give notice to us as required under this policy shall not invalidate any "claim" unless the failure to provide such timely notice has prejudiced us. However, no "claim" will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- g. Knowledge of any "wrongful act", "wrongful employment practices", "claim" or "suit" by any agent, servant, or employee of the insured shall not in itself constitute knowledge by the insured, unless the Chief School Administrator (Superintendent, Head of School, Headmaster, Headmistress) or individual designated by the Chief School Administrator to receive such notice shall have received notice of such "wrongful act", "wrongful employment practices", "claim" or "suit".

3. Legal Action Against Us

- a. Except as provided in Paragraph b., no person or organization has a right under this coverage:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2) To sue us on this coverage unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this coverage or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b. If we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or non-admission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a "loss" we cover under this Coverage Form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis available to the insured for any "wrongful act" which took place prior to the "policy period".
- (2) This insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis available to any individual who is insured under this Coverage Form.
- (3) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (4) When this insurance is excess over other insurance, we will pay only our share of the amount of "loss," if any, that exceeds the sum of:

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

- (5) We will share the remaining "loss", if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Form.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Application

By accepting this policy, you agree:

- a. That as of the effective date of this policy, the statements in the application that is deemed attached and made a part of this coverage are each insured's agreements and representations; and
- b. That we have issued this policy in reliance upon the truth and accuracy of such representations.

Failure of the Named Insured to disclose all pertinent information existing as of the inception date of this Coverage Form shall not invalidate this insurance if such failure or omission was not intentional.

6. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

7. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. Your Right to Claim and Wrongful Act Information

Upon written request, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding School District and Educators Legal Liability claims-made Coverage Form we have issued to you during the previous three years:

- a. A list or other record of each "wrongful act" not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of this Section. We will include the date and brief description of the "wrongful act" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately under the applicable Aggregate For Each Annual Policy Year limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Form, we will provide such information no later than 30 days before the date of policy termination. In other circumstances we will provide this information only if we receive a written request from the first Named Insured. In this case, we will provide this information within 20 days of receipt of the request.

We compile "claim" and "wrongful acts" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate or incomplete information.

9. State Changes

Any state required amendatory endorsement applicable to the policy to which this Coverage Form is attached which changes Cancellation or Nonrenewal Conditions or other provisions shall also apply to this Coverage Form.

10. Transfer of Duties When a Limit of Insurance Is Used Up

a. If we conclude that, based on "wrongful acts", "claims" or "suits" which have been reported to us and to which this insurance may apply, the Aggregate for Each Annual Policy Year Limit or Each Loss Limit is likely to be used up in the payment of judgments or settlements we will notify the first Named Insured, in writing, as soon as practicable, to that effect.

b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

- (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.

(2) We will initiate and cooperate in the transfer of control, to any appropriate insured, of all "claims" and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said "claims" and "suits".

We agree to take such steps as we deem appropriate to avoid a default in or continue the defense of such "suits," until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any "claim" or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the "claim" or "suit" is reported to us after that limit of insurance has been used up.

(3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph **b.(2)** above.

The duty of the first Named Insured to reimburse us will begin on:

(1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph **a.** above; or

(2) The date on which we sent notice in accordance with paragraph **b.(1)** above, if we did not send notice in accordance with paragraph **a.** above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

11. Retroactive Date

Once established the Retroactive Date will not be changed:

a. During the "policy period" or any Automatic or Optional Extended Reporting Period; or

b. For any renewal of this policy.

SECTION VII - EXTENDED REPORTING PERIODS

1. In the event of any "termination of coverage", we will provide an Automatic Extended Reporting Period. The Automatic Extended Reporting Period is provided without additional charge. This period starts upon "termination of coverage" and lasts for ninety (90) days. The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

2. In the event of any "termination of coverage", an Optional Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra premium charge. The Optional Extended Reporting Period starts when the Automatic Extended Reporting Period described in Paragraph 1. above ends.

We will notify you in writing within thirty (30) days after the date of "termination of coverage" of costs for and provisions of the Optional Extended Reporting Periods unless we cancel for nonpayment of premium or fraudulent activities of an insured and the policy has been in effect for less than one year.

You will have until the later of sixty (60) days after the date of "termination of coverage", or thirty (30) days after the date of mailing of the Optional Extended Reporting Period notice provided for above, to request the Optional Extended Reporting Period. Your request must be submitted to us in writing with your premium payment.

The Optional Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Endorsement may not be cancelled.

The premium for the Optional Extended Reporting Period is based on the last full annual premium for the School District And Educators Legal Liability Coverage Form and the number of years the Coverage Form has been in effect. If the Coverage Form has been in effect for:

a. One year, charge 54% of the last full annual premium.

b. Two years, charge 88% of the last full annual premium.

c. Three years, charge 109% of the last full annual premium.

d. Four years, charge 124% of the last full annual premium.

e. Five or more years, charge 145% of the last full annual premium.

3. If you purchase the Optional Extended Reporting Period, the Each Loss Limit of Insurance shown in the Declarations will continue to apply as set forth in Paragraph 3. of Section IV - **Limits Of Insurance And Retentions**.

Subject to the Each Loss Limit of Insurance, we will provide a single aggregate Limit of Insurance for the entire Optional Extended Reporting Period that applies to "claims" first received and recorded during the Optional Extended Reporting Period. This limit will be equal to the dollar amount entered in the Declarations as Aggregate For Each Annual Policy Year in effect at the end of the "policy period". Paragraph 2. of Section IV - **Limits Of Insurance And Retentions** will be amended accordingly to reflect this aggregate.

4. A "claim" first made during an Extended Reporting Period will be considered made during the "policy period". Extended Reporting Periods:

a. Do not extend the "policy period" or change the scope of coverage provided.

b. Apply only to "claims" for "wrongful acts" or "wrongful employment practices" that occurred:

(1) On or after the Retroactive Date, if any, shown in the Declarations; and

(2) Before the end of the "policy period".

- c. Apply only as excess insurance over any other valid and collectible insurance available to the insured, whether primary, excess, contingent, or on any other basis, whose policy period begins or continues after the Extended Reporting Period takes effect.

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

- 5. If, in the event of any "termination of coverage", you elect to purchase the Optional Extended Reporting Period Endorsement:
 - a. Any return premium due you for the "termination of coverage" will be credited to the premium due for the Optional Extended Reporting Period Endorsement; and
 - b. Any additional premium due us for the period the policy was in force must be fully paid before any payments can be applied to the premium due for the Optional Extended Reporting Period Endorsement.
- 6. a. An Optional Extended Reporting Period, as described above, will be available to any person who has been an insured under this Coverage Form in the event of any "termination of coverage" if the Named Insured has been placed in liquidation or bankruptcy or permanently ceases operations and does not purchase, or have purchased for it by its designated trustee, Extended Reporting Period Coverage.
- b. An Optional Extended Reporting Period as described in this provision will be available only if such person requests the Extended Reporting Period coverage within one hundred twenty (120) days of the "termination of coverage".
- c. We will have no obligation to provide notice to any such person of the availability of the Extended Reporting Period coverage described in this provision.
- d. We may charge the person for whom Extended Reporting Period coverage is provided a premium commensurate with the exposure.

SECTION VIII - DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

- 2. "Claim" means a written notice, including service of "suit" or demand for arbitration, received by one or more insureds which alleges a "wrongful act" or asks for money or services.
- 3. "Defense costs" mean payments allocated to a specific "claim" or "suit" for its investigation, settlement, or defense, including:
 - a. Fees and other litigation expenses charged by an attorney retained by us.
 - b. Fees for investigators, adjusters, expert witnesses, consultants and alternative dispute resolution services hired or retained by us.
 - c. Fees and other litigation expenses charged by any attorney hired by the insured with our written consent.

"Defense costs" do not include:

- (1) Salaries and expenses of our employees or yours, except for that portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim" for the defense of the insured; or
- (2) Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of Section IV - Limits Of Insurance And Retentions.
- 4. "Educational institution" means the school district or other educational institution named in the Declarations of this Coverage Form as legally constituted at the beginning of the "policy period".
- 5. "Interrelated wrongful acts" means "wrongful acts" which arise out of and have as a common basis:
 - a. Related circumstances, situations, events, transactions or facts;
 - b. A series of related circumstances, situations, events, transactions or facts; or
 - c. A common pattern of conduct.
- 6. a. "Loss" means any amount which an insured is legally obligated to pay as compensatory damages or which the "educational institution" may be required and permitted by law to pay as indemnity to an insured for any "claim" to which this insurance applies and shall include judgments and settlements.
- b. "Loss" shall not include:
 - (1) Punitive or exemplary damages;
 - (2) Fines or penalties imposed by law;
 - (3) Injunctive relief, including costs to comply with injunctive orders or judgments;

- (4) Any costs, expenses, or fees incurred by anyone because of your actual or alleged:
- (a) Failure to provide an appropriate individualized education program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or
 - (b) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto;
- (5) Any tuition, room and board, transportation or other educational costs which are specific to the operation of your "educational institution" or any other educational institution;
- (6) Any operating costs included in your "educational institution's" budget;
- (7) Attorney fees, costs or expenses awarded to any prevailing party or taxed against the insured;
- (8) "Claims" for reduction or return of taxes; or
- (9) Other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.
7. "Personal and advertising injury" means injury, including consequential bodily injury, arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
8. "Policy period" means that period stated in the Declarations.
- a. If this Coverage Form is issued subsequent to the issuance of the policy, the "policy period" will commence only as of the effective date of this Coverage Form.
 - b. If this Coverage Form or the policy to which it is attached is cancelled the "policy period" will end with that termination date.
 - c. If there is a "termination of coverage" as described in parts **b.** or **c.** of the definition of "termination of coverage", the "policy period" will be understood to end on the date of such change, but only with respect to such changed coverage.
9. "Suit" means a civil proceeding in which "loss" from a "wrongful act" is alleged. "Suit" includes:
- a. An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.
10. "Termination of coverage" means:
- a. Cancellation or nonrenewal of the policy;
 - b. Decrease in limits, reduction of coverage, increased deductible or self-insured retention, new exclusion; or
 - c. Other change in coverage less favorable to the insured.
11. "Wrongful act" means any breach of duty, neglect, error, omission, misstatement, or misleading statement committed by an insured:
- a. In the lawful discharge of the duties that are characteristic of, distinctive or inherent to the operation and functioning of an educational institution; and
 - b. While acting within the course and scope of their duties for the named insured.
12. "Wrongful employment practices" means actual or alleged wrongful:
- a. Refusal to employ;
 - b. Termination of employment; or
 - c. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts, or omissions.

ABUSE OR MOLESTATION LIABILITY COVERAGE FORM (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

Please read the entire form carefully.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us," and "our" refer to the Company providing the insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - ABUSE OR MOLESTATION LIABILITY COVERAGE (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

1. Insuring Agreement.

- a. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay for "loss" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking such payment even if the allegations of the "suit" are groundless, false, or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking payment for "loss" to which this insurance does not apply. We may, at our discretion, investigate any incident and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of "loss."

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

- b. This insurance applies only to "loss" which results from a "wrongful act", and then only when such "wrongful act" first takes place during the "policy period." All "wrongful acts" which constitute one "loss" will be deemed to first take place at the time of the earliest of such "wrongful acts."

2. Exclusions.

This insurance does not apply:

- a. To any person who:
 - (1) Participated in or who conspired with or directed a participant in any "wrongful act"; or
 - (2) Knowingly allowed any "wrongful act" or failed to report any "wrongful act" to proper authorities.
- b. To the cost of defense of, or payment of fines for, any person who actually or allegedly violated any penal or criminal statute.
- c. If you fail to give us written notice within 60 days of your being notified of an incident which appears likely to result in a claim or "suit" involving a "wrongful act."
- d. To liability assumed by the insured under any contract or agreement, but this exclusion does not apply to liability for "loss" that the insured would have in the absence of the contract or agreement.

- e. To any obligation of the insured under a workers compensation, disability benefits, or unemployment compensation law, or any similar law.
- f. To injury to:
 - (1) An employee of the insured arising out of and in the course of employment by the insured; or
 - (2) The spouse, child, parent, brother, or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.
- g. To "loss" arising from the ownership, maintenance, operation, use, entrustment, loading or unloading of any "auto", watercraft, or aircraft.
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 "wrongful act" which caused the "loss" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.
 - h. To exemplary or punitive damages.
 - i. To "loss" arising from any violation of the civil rights of any person.
 - j. (1) "Loss" to 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 or discrimination directed at that person; or
 - (2) "Loss" to the spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. Supplementary Payments.

We will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of appeal bonds, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the "suit."
- e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after the entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

Each of the following is an insured under this coverage subject to all the exclusions and provisions thereof:

- 1. You and any "affiliate."
- 2. Your employees, directors, officers, trustees, clergy, wardens, deacons, elders, teachers, members of the vestry, members of the board of trustees, members of the board of governors, or members of the board of education while acting within the scope of their duties as such.
- 3. With respect to the liability of insureds described above, the heirs, administrators, assigns, and legal representatives of each insured in the event of death, incapacity, or bankruptcy.
- 4. Employees, directors, officers, trustees, clergy, wardens, deacons, elders, teachers, members of the vestry, members of the board of trustees, members of the board of governors, or members of the board of education of any "affiliate" acquired or formed after the effective date of this Coverage Part, while acting within the scope of their duties as such, but only if the first Named Insured shown in the Declarations:

- a. Provides immediate written notice of such acquisition or formation to us;
- b. Furnishes such additional information as we require as soon as practicable; and
- c. Pays promptly such additional premium as is required.

However, coverage under this provision does not apply to any "wrongful act" that took place before you formed or acquired the "affiliate."

- 5. Any other member of yours but only while acting on your behalf.
- 6. Any volunteer worker but only while acting on your behalf with your consent and knowledge.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
- 2. The Annual Aggregate Limit is the most we will pay for the total of all "losses" covered by this Coverage Part.
- 3. Subject to 2. above, the Each Loss Limit is the most we will pay for damages because of each "loss" as defined.
- 4. The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - ABUSE OR MOLESTATION LIABILITY CONDITIONS (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

- 1. **Bankruptcy.**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
- 2. **Duties in the Event of "Wrongful Act," Claim, or "Suit."**
(See Exclusion c. Also.)
 - a. You must see to it that we are notified as soon as practicable (and within 60 days of any notice to you) 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) The names and addresses of any persons involved in the "wrongful act" and witnesses; and
 - (3) The nature of the harm resulting from the "wrongful act."

- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit;"
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit;" and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "loss" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a "loss" we cover under this Coverage Part, our obligations are limited as follows:

- a. This insurance is primary with respect to insurance that is specifically written as excess over this insurance.
- b. **Excess Insurance**
 - (1) This insurance is excess over any insurance that is not specifically described in item a. above, whether primary, excess, contingent, or on any other basis available to any insured under this Coverage Part.
 - (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
 - (3) When this insurance is excess over other insurance, we will pay only our share of the amount of "loss," if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
 - (4) We will share the remaining "loss," if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.
- c. **Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Two or More Coverage Forms

Except for the insurance provided by this Coverage Part, the policy to which this Coverage Part is attached does not apply to any claim or "suit" seeking damages arising out of any actual or alleged act of abuse or molestation (including sexual misconduct or sexual molestation).

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after "loss" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. State Changes.

Any state amendatory endorsement changing Cancellation or Nonrenewal Conditions for any part of this policy shall also apply to this Coverage Part.

SECTION V - DEFINITIONS

1. "Affiliate" means any entity wholly owned by you or owned through one or more of your "affiliates." Coverage shall apply to "affiliates" which existed prior to or at the inception date of this Coverage Part. In the event of sale or dissolution of any

"affiliate" after the inception date of this Coverage Part, coverage shall continue to apply to all persons who were persons insured of the "affiliate" with respect to claims for "wrongful acts" prior to the time of sale or dissolution. However, in the event of sale, coverage shall cease as of the date of sale for subsequent persons in such positions.

2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment" as defined in the Commercial General Liability Coverage Part that is part of this policy.
3.
 - a. "Loss" means any damages which the insured is legally obligated to pay for any claim to which this insurance applies and shall include judgments and settlements and also includes damages claimed by any person or organization for care, loss of services, or death resulting at any time from a "wrongful act." "Loss" shall not include fines or penalties imposed by law or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.
 - b. All:
 - (1) Covered acts of abuse or molestation (including sexual misconduct or sexual molestation) by one person, or by two or more persons acting together; and
 - (2) Breaches of duty related to the acts in item (1) immediately above;will constitute one "loss" and be subject to the Each Loss Limit of Insurance.

4. "Policy period" means that period stated in the Declarations of the policy. But if this Coverage Part is issued subsequent to the issuance of the policy, the "policy period" hereunder will commence only as of the effective date of this Coverage Part and shall terminate with the policy termination.
5. "Suit" means a civil proceeding in which damages because of "loss" from "wrongful acts" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
6. "Wrongful act" means:
 - a. Any act of actual or threatened abuse or molestation (including sexual misconduct or sexual molestation) which results in injury to another; or
 - b. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to the proper authorities, or failure to so report; or
 - (5) Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.For the purpose of this coverage, abuse means an intentional, inherently harmful act.

Issuing Company: _____

A MEMBER OF UTICA NATIONAL INSURANCE GROUP

**ABUSE OR MOLESTATION LIABILITY COVERAGE PART
(INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)**

(For Attachment to a Liability or Package Policy)

The following spaces preceded by an asterisk (*) need not be completed if this Coverage Form and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF COVERAGE FORM	*ISSUED TO
---	---	-------------------

ADDITIONAL DECLARATIONS

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

	SCHEDULE	
COVERAGE	LIMITS OF LIABILITY	
Legal Liability	\$ <u>1,000,000</u>	Each Loss
	\$ <u>3,000,000</u>	Annual Aggregate

ADVANCE PREMIUM			
			Total Advance Premium \$
Premium shown is payable** \$	at inception; \$	1st Anniversary; \$	2nd Anniversary

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

Countersigned:**

Date:

By Sharon C Peck
Authorized Representative

**Entry optional if shown in Common Policy Declarations.

+ Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - ABUSE OR MOLESTATION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION LIABILITY COVERAGE FORM (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

- A.** The following is added to the Insuring Agreement of **Section I - Abuse Or Molestation Liability Coverage**:
This insurance applies only to "loss" for vicarious liability resulting from a "wrongful act".
- B.** Exclusion **2.c.** of **Section I - Abuse Or Molestation Liability Coverage** is replaced by the following:
- c.** If you fail to give us written notice within 60 days of your being notified of an incident which appears likely to result in a claim or "suit" involving a "wrongful act", unless it shall be shown that it was not reasonably possible to give such notice within the prescribed time and that such notice was given as soon as reasonably possible.
- C.** The following is added to subsection **4.** of **Section III - Limits Of Liability**:
However, if such extension is required under the provisions of the New York Insurance Law as the result of the use by us of an alternative renewal notice, or your having been provided with a late conditional renewal notice or late nonrenewal notice, no new annual aggregate will be created, except that the annual aggregate limit of the expiring policy will be increased in proportion to the required policy extension.
- D. Section IV - Abuse Or Molestation Liability Conditions** is amended as follows:
- 1.** The introduction to part **a.** of Condition **2, Duties in the Event of "Wrongful Act", Claim, or "Suit"**, is replaced by the following:
- a.** You must see to it that we are notified as soon as practicable (and within 60 days of any notice to you, unless it shall be shown that it was not reasonably possible to give such notice within 60 days of notice to you, and that such notice was given as soon as reasonably possible) of any "wrongful act" which may result in a claim. To the extent possible, notice should include:
- 2.** Part **b.(1)** of Condition **2.** is replaced by the following:
(1) As soon as possible record the specifics of the claim or "suit" and the date received; and
- 3.** Part **c.(1)** of Condition **2.** is replaced by the following:
(1) As soon as possible send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
- 4.** The following is added as part **e.** of Condition **2**:
e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.
- 5.** Condition **3. Legal Action Against Us** is replaced by the following:
3. Legal Action Against Us
- a.** Except as provided in Paragraph **b.**, no person or organization has a right under this Coverage Part:
- (1)** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2)** To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

b. With respect to any "wrongful act" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

6. The **State Changes** Condition is replaced by the following:

State Changes

This Coverage Form is also subject to the provisions of **IL 02 68**, New York Changes - Cancellation and Nonrenewal.

7. The following Condition is added:

Transfer of Duties When a Limit of Insurance Is Used Up.

a. If we conclude that, based on "wrongful acts", claims, or "suits" which have been reported to us and to which this insurance may apply, the Annual Aggregate Limit or Each Loss Limit is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

- (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.

(2) We will initiate and cooperate in the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps as we deem appropriate to avoid a default in or continue the defense of such "suits", until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

(3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above. The duty of the first Named Insured to reimburse us will begin on:

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
- (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

8. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- E. Under Section **V - Definitions**, "auto" is replaced by the following:

"Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment" as defined in the Commercial General Liability Coverage Form that is part of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EDUCATIONAL INSTITUTION COVERAGE
AMENDMENT FOR ELECTRONIC CHATROOMS
AND BULLETIN BOARDS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any exclusion of coverage in the Commercial General Liability Coverage Part for personal and advertising injury arising out of an electronic chatroom or bulletin board which the insured hosts, owns, or controls does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE TO MAINTAIN INSURANCE OR BONDS

This endorsement modifies insurance provided under the following:

SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE FORM

The following is added under part 1. Insuring Agreement of Section I - School District And Educators Legal Liability Coverage.

Limited Coverage for "Loss" Alleging Failure to Maintain Insurance or Bonds

- a. We will pay for all "loss" resulting from a "claim" for a "wrongful act" which alleges the failure to purchase or maintain proper or adequate insurance or bonds. However, the coverage provided by this section is subject to the reduced Limit of Insurance stated below. We will have the right and duty to defend an "insured" against any "claim" or "suit" seeking such "loss" but this right and duty ends when the Aggregate Limit For Each Annual Policy Year stated below is used up by payment of judgements or settlements.

Limit of Insurance For This Section:

\$100,000 Aggregate Limit For Each Annual Policy Year for all "loss" alleging failure to maintain insurance or bonds.

- b. With respect to this Limited Coverage, exclusion a. of Section I Part 2. **Exclusions** does not apply.
- c. This Limited Coverage does not increase the Limit of Insurance for Each "Loss" or the Aggregate For Each Annual Policy Year shown on the Declarations of this Coverage Form. Any payments made under this endorsement will be applied against the Aggregate For Each Annual Policy Year shown on the Declarations for this Coverage Form.
- d. This Limited Coverage is excess over any other valid and collectible insurance available to the insured for a "loss" we cover under this endorsement unless such other insurance is written to be specifically excess over the insurance provided herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

The following spaces preceded by an asterisk (*) need not be completed if this Coverage Part and the Policy have the same effective date.

**ATTACHED TO AND FORMING
PART OF POLICY NO.**
1400622

***EFFECTIVE DATE
OF COVERAGE FORM**

***ISSUED TO**

***POLICY PERIOD:** FROM TO At 12:01 A.M. Standard Time at your mailing address shown above

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

EACH LOSS	\$ 1,000,000	
AGGREGATE LIMIT	\$ 3,000,000	For Each Annual Policy Year
DEDUCTIBLE	\$ 1,000	Each Loss (Per Deductible Provision in Section IV Of the Coverage Form)

RETROACTIVE DATE: 07/01/90

This insurance does not apply to wrongful acts which took place before the Retroactive Date, if any, shown above. No Retroactive Date applies if "None" appears above.

ADVANCE PREMIUM

Number of Employees	Rate per Employee	Estimated Advance Premium
First 5,000		\$
Next 5,000		\$
Over 10,000		\$
Minimum Premium \$	Total Estimated Advance Premium	\$

OPTIONAL EXTENDED REPORTING PERIOD PREMIUM (if applicable)

In Section VI - Extended Reporting Periods, we agree to provide an Optional Extended Reporting Period under certain conditions. The estimated premium for such an Optional Extended Reporting Period is: \$ 569

OTHER APPLICABLE FORMS AND ENDORSEMENTS †:

Sharon C Peck
(Authorized Representative) **

† Forms and endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

** Entry optional if shown in Common Policy Declarations.

THESE DECLARATIONS AND THE POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**The Coverage Form which provides Employee Benefit Programs Liability Coverage
applies on a claims-made basis.**

The following provides a general description of this coverage and is subject to the terms and provisions of the actual Coverage Form.

- A. The Coverage Form will not apply to any losses from wrongful acts which take place before the Retroactive Date, if any, or after the expiration of the policy period.
- B. The Coverage Form will apply to losses from wrongful acts which take place after the Retroactive Date, if any, but before the beginning of the policy period **only** if the insured did not know of the incident before the beginning of the policy period **and** if any claim is made according to **D.** below.
- C. The Coverage Form will not apply to any loss for which claim is first made after the expiration of the policy period or any Automatic or Optional Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form.
- D. The Coverage Form will apply only to claims which are first made:
 - 1. During the policy period;
 - 2. During the ninety (90) day Automatic Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form;
 - 3. During the five year Automatic Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form for claims arising out of incidents reported, under the policy provision, no later than ninety (90) days after the end of the policy period; or
 - 4. During the Optional Extended Reporting Period of unlimited duration described in the Extended Reporting Period Section of the Coverage Form.
 - a. We will send you a written notice within thirty (30) days after any termination of coverage of costs for and provisions of Extended Reporting Periods.
 - b. The Optional Extended Reporting Period must be requested by the insured in writing, by the later of sixty (60) days after the termination of coverage or thirty (30) days after the date of mailing of the company's notice to the insured of costs for and provisions of Extended Reporting Periods, in order to allow claims to be made against the policy coverage after the expiration of any Automatic Extended Reporting Period.
- E. For the first three years of claims-made coverage, premium will be comparatively lower than for occurrence coverage, and will increase for each renewal of those policies. Claims-made prices will still be somewhat lower than occurrence prices for mature accounts (in their fourth or later years). The purchase of Optional Extended Reporting Periods, as described above, requires additional premium payments.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY
BUSINESSOWNERS LIABILITY

SCHEDULE

Pollution Liability Aggregate Limit \$ 100,000

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

A. The following is added to COVERAGES (Section 1):

COVERAGE: POLLUTION BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "pollution liability hazard" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend an insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "pollution occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (see Section C. below); and
- (2) Our right and duty to defend end when we have used up the Pollution Liability Aggregate Limit in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS (See Section B. below).

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by a "pollution occurrence" that takes place in the "coverage territory;" and

- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This insurance does not apply to:

a. Pollution Clean Up

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

b. Expected or Intended Injury

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

c. Contractual Liability

Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

d. Workers Compensation and Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An employee of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

f. Hostile Fire

"Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

g. Aircraft, Auto or Watercraft

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - a. Less than 26 feet long; and
 - b. Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured; or
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" in the **DEFINITIONS** section.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you; or
- (4) Personal property in the care, custody or control of the insured.

j. Products Completed Operations Hazard

"Bodily injury" or "property damage" included within the "products-completed operations hazard."

k. Underground Tanks and Piping

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, filling or emptying of any underground tank and any associated underground piping.

B. Supplementary Payments - Coverages A. and B. of the Commercial General Liability Coverage Form or Coverage Extension - Supplementary Payments of the Businessowners Liability Coverage Form also apply to the Pollution Bodily Injury and Property Damage Liability Coverage.

C. The following is added to LIMITS OF INSURANCE (Section III) of the Commercial General Liability Coverage Form or LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE of the Businessowners Liability Coverage Form:

The Pollution Liability Aggregate Limit is the most we will pay under the Pollution Bodily Injury and Property Damage Liability Coverage for all damages because of "bodily injury" or "property damage" included in the "pollution liability hazard."

D. Paragraph 4, Other Insurance, of CONDITIONS (Section IV) of the Commercial General Liability Coverage Form or Businessowners Common Policy Condition H, OTHER INSURANCE, also applies to the Pollution Bodily Injury and Property Damage Liability Coverage.

E. The following additional definitions apply:

1. **"Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
2. **"Pollution liability hazard"** means all "bodily injury" and "property damage" arising out of the discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from:
 - (a) premises you own, rent or occupy; or
 - (b) any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations.
3. **"Pollution Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions which results in "bodily injury" or "property damage" included within the "pollution liability hazard." The date of a "pollution occurrence" is the first date of manifestation of "bodily injury" or "property

damage" from the "pollution liability hazard." Only the coverage in effect at that time will apply to such "bodily injury" or "property damage," including any increased injury or damage which results from continued or repeated exposure to those same pollutants after the expiration of the policy period.

- F. The following definition for "property damage" applies to the Pollution Bodily Injury and Property Damage Liability Coverage instead of the definition for the same term in the Commercial General Liability Coverage Form or the Businessowners Liability Coverage Form:

"Property Damage" means

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "pollution occurrence" that caused it.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - EDUCATIONAL INSTITUTIONS

This endorsement modifies insurance provided under the following:

SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

INTERIM SCHOOL OFFICER OR INTERIM SCHOOL OFFICIAL

Total Advance Premium: \$

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

1. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) shown in the Schedule above, but only with respect to liability arising out of your "educational institution" activities.
2. Such insurance as is provided by this endorsement for any additional insured does not apply to "wrongful acts" arising out of:
 - a. The independent acts or omissions of such additional insured.
 - b. The rendering of or failure to render any professional services if the additional insured is an architect, engineer or surveyor.
 "Professional services," as used in this exclusion, include:
 - (1) Preparing, approving, or failing to prepare or approve: maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications;
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Supervisory, inspection, architectural or engineering activities.
 - c. Construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.
3. Such insurance as is provided by this endorsement for any additional insured will be excess over any other insurance available to such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR SPECIFIED EVENT OR LOCATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

SARATOGA STATE PARK, OFFICE OF PARK MANAGER, BOX W, SARATOGA SPRINGS, NY 12866

Event and/or location for which additional insured status is granted:

COLONIAL COUNCIL CROSS COUNTRY CHAMPIONSHIP MEET

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

WHO IS AN INSURED (Section II) is amended to include as an insured any entity shown in the Schedule above, subject to the following additional provisions:

This insurance applies only with respect to:

1. The event and/or location shown in the Schedule; and
2. 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:
 - (a) In the performance of your ongoing operations; or
 - (b) In connection with your premises owned by or rented or leased to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR SPECIFIED EVENT OR LOCATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured: VILLAGE OF VOORHEESVILLE

Event and/or location for which additional insured status is granted:

**RE: VILLAGE PROPERTY LOCATED ON ALTAMONT ROAD BEHIND FIREHOUSE USED BY THE
SCHOOL AS A PARKING LOT FOR BUSES**

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

WHO IS AN INSURED (Section II) is amended to include as an insured any entity shown in the Schedule above, subject to the following additional provisions:

This insurance applies only with respect to:

1. The event and/or location shown in the Schedule; and
2. 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:
 - (a) In the performance of your ongoing operations; or
 - (b) In connection with your premises owned by or rented or leased to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE FORM

- A.** Under Paragraph 2. **Exclusions** of **SECTION I - EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE**, Exclusion j. does not apply.
- B.** The following is added to part 4. of **SECTION IV - LIMITS OF INSURANCE:**
 However, if such extension is required under the provisions of the New York Insurance Laws as the result of the use by us of an alternative renewal notice, or your having been provided with a late conditional renewal notice or late nonrenewal notice, no new annual aggregate will be created, except that the annual aggregate limit of the expiring policy will be increased in proportion to the required policy extension.
- C.** The following changes apply to **SECTION V - EMPLOYEE BENEFIT PROGRAMS LIABILITY CONDITIONS:**
1. The following paragraph is added to **Duties in the Event of Wrongful Act, Claim, or Suit:**
 - e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.
 2. The final paragraph of **Legal Action Against Us**, is replaced by the following:
 A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.
 3. The provisions of **Your Right to Claim and Wrongful Act Information**, which relate to the providing of information on request are revised to read: "In other circumstances we will provide this information only if we receive a written request from the first Named Insured. In this case, we will provide this information within 20 days of receipt of the request."
 4. The following Condition is added:
Transfer of Duties When a Limit of Insurance Is Used Up
 - a. If we conclude that, based on "wrongful acts", "claims", or "suits" which have been reported to us and to which this insurance may apply, the Aggregate for Each Annual Policy Year Limit or Each Loss limit is likely to be used up in the payment of judgments or settlements we will notify the first Named Insured, in writing, to that effect.
 - b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:
 - (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.
 - (2) We will initiate and cooperate in the transfer of control, to any appropriate insured, of all "claims" and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said "claims" and "suits."

We agree to take such steps as we deem appropriate to avoid a default in or continue the defense of such "suits," until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any "claim" or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the "claim" or "suit" is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
(2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.

- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

5. The following Condition is added:

Retroactive Date.

Once established the Retroactive Date will not be changed:

- a. During the "policy period" or any Automatic or Optional Extended Reporting Period; or
b. For any renewal of this policy.

- D. Under **SECTION VI - EXTENDED REPORTING PERIODS**, the following is added as the final paragraph

10. a. An Optional Extended Reporting Period, as described above, will be available to any person who has been an insured under this Coverage Part in the event of any "termination of coverage" if the Named Insured has been placed in liquidation or bankruptcy or permanently ceases operations and does not purchase, or have purchased for it by its designated trustee, Extended Reporting Period Coverage.

- b. An Optional Extended Reporting Period as described in this provision will be available only if such person requests the Extended Reporting Period coverage within one hundred twenty (120) days of the "termination of coverage."

- c. We will have no obligation to provide notice to any such person of the availability of the Extended Reporting Period coverage described in this provision.

- d. We may charge the person for whom Extended Reporting Period coverage is provided a premium commensurate with the exposure.

- E. This Coverage Form is also subject to the provisions of **IL 02 68, New York Changes - Cancellation And Non-Renewal.**

- F. The following changes apply to **SECTION VII - DEFINITIONS**:

1. "Administration" is replaced by the following:
"Administration" means the following acts provided that they are authorized by the Named Insured:

- a. Giving or failure to give counsel, other than legal counsel, to employees with respect to the "employee benefit programs";
b. Interpreting the "employee benefit programs";
c. The handling of records in connection with the "employee benefit programs"; or
d. Effecting enrollment, termination or cancellation of employees under the "employee benefit programs".

However, "administration" does not include handling payroll deductions.

2. "Loss" means any amount which an insured becomes legally obligated to pay as damages for any "claim" to which this insurance applies and shall include judgments and settlements. "Loss" shall not include:

- a. Fines or penalties imposed by law; and
b. Matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): ST. MATTHEWS ROMAN CATHOLIC CHURCH RT. 85A, NEW SCOTLAND, NY
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and 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 the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

MAPLE TOV, LLC & PRIME MANAGEMENT, 621 COLUMBIA STREET, COHOES, NY 12047
RE: USE OF THE HANNAFORD PARKING LOT AT 5 MAPLE ROAD IN VOORHEESVILLE, NY
FOR THE GIRLS VARSITY VOLLYBALL TEAM

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

**SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY
INSURANCE DECLARATIONS (FOR EDUCATIONAL INSTITUTIONS)
(CLAIMS-MADE BASIS)**

(For Attachment to a Liability or Package Policy)

The following spaces preceded by an asterisk (*) need not be completed if this Coverage Form and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF COVERAGE FORM	*ISSUED TO
---	---	-------------------

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

SCHEDULE		
COVERAGE	LIMITS OF INSURANCE	
Legal Liability	\$ 1,000,000	Each "Loss"
	\$ 2,000,000	Aggregate For Each Annual Policy Year
Retained Amount	\$ 2,500	
Up to 50% of the Retained Amount will be payable for "defense costs."		
Coinsurance: Participation Percentage	%	Maximum Participation Amount \$
RETROACTIVE DATE		
This insurance does not apply to "loss" from "wrongful acts" which took place before the Retroactive Date, if any, shown below:		
Retroactive Date: <u>07/01/85</u>		
<small>(Enter Date or "None" if no Retroactive Date applies)</small>		
OPTIONAL EXTENDED REPORTING PERIOD PREMIUM		
In Section VII - EXTENDED REPORTING PERIODS, we agree to provide an Optional Extended Reporting Period under certain conditions. The premium for such an Optional Extended Reporting Period is: \$ <u>22,536</u>		
ADVANCE PREMIUM		
Total Advance Premium \$		
Premium shown is payable* \$	at inception; \$	1st Anniversary; \$ 2nd Anniversary
FORMS AND ENDORSEMENTS		
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of Issue**:		

Company Officer*: *Sharon C Peck*

*Entry optional if shown in common Policy Declarations.

**Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>TOWN OF NEW SCOTLAND 2029 NEEW SCOTLAND ROAD, SLINGERLANDS, NY 12159</p> <p>RE: SCHOOL OPERATIONS</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

TRI-CITY VALLEY CATS
80 VANDENBURGH AVENUE, TROY, NY 12180
RE: SCHOOL OPERATIONS

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

LANSINGBURG CENTRAL SCHOOL DISTRICT
576 FIFTH AVENUE, TROY, NY 12182

RE SCHOOL OPERATIONS

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT

SCHEDULE*

Student Medical Expenses Limit \$

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the insurance is amended as follows:

A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey: Such insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12 -20; 18A: 16 -6; and if permitted by law, 18A: 16-6.1.

B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE C (SECTION I):

We will not pay expenses for "bodily injury" to your student.

This exclusion does not apply if the Schedule above shows a Student Medical Expenses Limit.

D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES A and B (SECTION I):

If the educational institution owns or operates a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

- a. The rendering or failure to render:
 - (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
 - (2) Any health or therapeutic service, treatment, advice or instruction; or
 - (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph 2. Exclusions of Section - I Coverage A , the Expected Or Intended Injury exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from:

- (1) The use of reasonable physical force to protect oneself or other persons from physical injury;
- (2) The use of reasonable physical force to protect the property of the educational institution or others; or
- (3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

The following is added only if the policy is issued to an insured for exposures which exist in New Jersey:

- (4) The use of force which is reasonable and necessary:
 - (a) To quell a disturbance, threatening physical injury to others; and/or
 - (b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; and/or
 - (c) For the purpose of self-defense.

The following is added only if the policy is issued to an insured for exposures which exist in Georgia:

- (4) Corporal punishment administered to a student by a teacher, principal, or other executive or administrative official of the school or school punishment is:
 - (a) Administered without malicious intent and without intent to cause injury; and
 - (b) Administered in compliance with the school's or the school district's regulations governing corporal punishment.

F. BODILY INJURY OR PROPERTY DAMAGE FROM POLLUTION - EDUCATIONAL INSTITUTION ACTIVITIES WITHIN BUILDINGS

Under Paragraph 2. Exclusions of Section - I Coverage A, the following is added to part (1)(a) of the Pollution exclusion:

- (iv) "Bodily injury" or "property damage" arising from activities and functions that are characteristic of, or distinctive to any educational institution curriculum or program which occur within buildings on educational institution premises of any insured. However, except for swimming pool chemicals that are used and stored in compliance with all applicable laws, regulations and license requirements, this exception does not apply to building operations, maintenance or repair.

This provision does not apply to exposures in the state of Vermont.

G. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION REVISED (PROVIDES CERTAIN COVERAGES FOR NONOWNED WATERCRAFT AND MODEL AIRCRAFT)

Exclusion g. of COVERAGE A (SECTION I) is replaced by the following:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to, any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of students to and from schools.

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

This exclusion does not apply to:

- (1) An aircraft that is:
 - (a) Hired, chartered or loaned to an insured with a paid crew; and
 - (b) Not owned by an insured;
- (2) A watercraft while ashore on premises you own or rent;
- (3) A watercraft you do not own that is:
 - (a) Not being used to carry persons or property for a charge which is intended to make a profit for your educational institution; and
 - (b) Not being used to furnish transportation of your students to and from schools.

Exceptions (1) and (3) to this exclusion g. do not apply, and exclusion g. is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis, except for any insurance specifically written as excess over this insurance.

- (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph e.(1), f.(2) or f.(3) of the definition of "mobile equipment."

With respect to (5) above, "insured contract" does not include any contract to furnish transportation of your students to and from schools.

As used in this exclusion, aircraft means any contrivance used or designed for flight, except model rockets:

- (i) Used with any educational institution curriculum or program; and
- (ii) Not used or designed to carry people or cargo.

H. EXTENDED PROPERTY DAMAGE COVERAGE

- a. With respect to property in your care, custody or control, the following is added to Exclusion j. of **COVERAGE A (SECTION I)**:

Paragraph (4) of this exclusion applies only to:

- (a) Liability assumed by you under any contract or agreement; or
- (b) "Property damage" to property which is:
 - (i) Owned or occupied by or rented to you; or
 - (ii) Held by you for sale or entrusted to you for storage or safe keeping.

Part (ii) does not apply to "property damage" arising from the use of elevators.

- b. Exclusion j.(4) under **SECTION I - COVERAGE A**. applies as follows:

- (i) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.
- (ii) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:
 - (a) To property which you have contracted to install;
 - (b) The direct result of the property being raised, lowered or otherwise moved by a crane;
 - (c) To "mobile equipment" or an "auto;"
 - (d) To that particular part of property which you are attempting to service or repair; or
 - (e) Covered by other insurance which will pay for the "property damage."

- c. The following are added to exclusion j. **SECTION I - COVERAGE A.:**

- (1) Paragraphs (3), (4) and (6) of exclusion j. of **SECTION I - COVERAGE A** do not apply to the use of elevators.
- (2) Paragraph (4) of this exclusion does not apply to "property damage," to borrowed equipment while not being used to perform operations at the job site.

This extended property damage liability coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured.

This applies to insurance such as, but not limited to, fire, extended coverage, builder's risk coverage or installation risk coverage. The other insurance condition of the policy is amended accordingly.

I. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

Under Section I - Coverage B - Personal And Advertising Injury, the following is added to Exclusion e. **Contractual Liability:**

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement.

J. FIRE, LIGHTNING OR EXPLOSION DAMAGE

- a. The last paragraph of **COVERAGE A. (SECTION I)** (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises 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.**

- b. Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to 5. above, the most we will pay under **COVERAGE A.** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning strike or explosion is the greater of:

- (1) \$500,000; or
- (2) The Damage To Premises Rented To You Limit shown in the Declarations.

The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes in a single incident.

- c. Paragraph 4.b.(1)(a)(ii) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(ii) That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

K. SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. The paragraph related to bail bonds is replaced by the following which increases the limit:

Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. The paragraph related to reasonable expenses incurred by the insured at our request is replaced by the following which increases the limit:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

L. WHO IS AN INSURED (ADDS APPOINTED OR ELECTED OFFICIALS, STUDENTS FOR CERTAIN ACTIVITIES AND AUXILIARY INSTRUCTORS)

The following replaces SECTION II - WHO IS AN INSURED:

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members and your managers are also insureds, but only with respect to conduct of your business.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

b. Your "volunteer workers" and students who participate in internships, school-to-work or other similar programs, but only while acting:

(1) Under your direction and within the scope of duties for you; or

(2) Under your curriculum requirements. When used in this Coverage Form, "students who participate in internships, school-to-work or other similar programs" means a person who is not paid a fee, salary, or other remuneration.

c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee," "volunteer worker", auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee," co-"volunteer worker" or co-instructor while that co-"employee," co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

(b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker" or co-instructor as a consequence of paragraph (1)(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 injury described in paragraphs (1)(a) or (1)(b) above.

- (2) "Property damage" to property owned, occupied or used by, rented or over which physical control is being exercised for any purpose by:
 - (a) Any of your "employees", "volunteer workers" or instructors; or
 - (b) You, or if you are a partnership or joint venture, any partner or member;
 - (c) Any member or manager if you are a limited liability company.
 - d. Any of the following, but only with respect to their duties in connection with the positions described below:
 - (1) Any of your appointed or elected administrative officials;
 - (2) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
 - (3) Any of your board members or commissioners if you are a public board or commission; or
 - (4) Any student teachers teaching as part of their educational requirements.
 - e. Any person (other than your "employee"), or any organization while acting as your real estate manager.
 - f. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - g. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. As used in this endorsement, the term auxiliary instructor means any person acting in a teaching capacity who is neither an employee of nor a "volunteer worker" for an insured.
 4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
 5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
 6. The following is added under SECTION II - WHO IS AN INSURED:
 - a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or
 - b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph 6.a. above; is also an insured.

The insurance afforded under paragraphs 6.a. and 6.b. applies only if no other insurance of any kind is available to such entity for this kind of liability.

M. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to SECTION II - WHO IS AN INSURED:

a. Additional Insureds - By Contract, Agreement or Permit

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph M.a.(1) will be subject to all applicable exclusions or limitations described in paragraphs M.b.(1), (2), (3) and (4) and in M.c.(1), (2), (3), (4), (5), (6) and (7) below.

(2) Such insurance as is provided by paragraph M.a.(1) for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of Insurance applicable to the additional insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs M.a.(1), (2) and (3) ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or

(b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

(a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

(5) Vendor's of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;
- (ii) Any express warranty unauthorized by you;
- (iii) Any physical or chemical change in the product made intentionally by the vendor;
- (iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (v) Any failure to make 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;
- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) 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.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph M.a. or b. above is subject to all applicable exclusions of 2. Exclusions, **COVERAGE A (Section I)**, other than exclusion b. **Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

- (1) The independent acts or omissions of such additional insured.
- (2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (a) The occurrence of any "bodily injury" or "property damage"; or
 - (b) The commission of any offense which caused "personal and advertising injury."
- (3) Any liability arising from construction or demolition work or operations performed for you.
- (4) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.
- (5) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

- (6) Any liability from "bodily injury" or "property damage," arising out of "your work," which is included in the "products-completed operations hazard." Paragraph (6) of this exclusion does not apply to such insurance as is provided by this endorsement during the policy period of the policy to which this Coverage Form is attached.

This additional exclusion **M.c.(6)** does not apply with respect to such vendors coverage as is provided under **M.b.(5)** above.

- (7) Any person or organization included as an insured under any other provision of Section C. Who Is An Insured or included as an additional insured by any endorsement to this policy.

N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

The insurance provided under **Section I - Coverages A and B** is amended as follows:

1. "Bodily injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an "occurrence"; and
2. "Personal and advertising injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an offense.

For the purpose of determining the Limits of Insurance under Coverage **A** for this coverage, any act or omission together with all related acts or omissions in the furnishing of these services to any one person, will be considered one "occurrence".

The insurance provided by 1. and 2. above does not apply to "bodily injury" or "personal and advertising injury" caused by the willful violation of a penal statute or ordinance relating to the provision of professional health care services by or with the knowledge or consent of any insured.

O. LIMITED COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEERS OR CO-INSTRUCTORS

1. a. The coverage provided by this Section of this endorsement is subject to the reduced limits stated below. These limits do not increase the Commercial General Liability Limits of Insurance stated in the Declarations. The reduced limits stated below are the total Limits of Insurance for all damages or medical expenses under Coverages **A** or **C** for the coverage provided by this Section of this endorsement.

Limits of Insurance for This Section:

General Aggregate Limit - \$25,000
Each Occurrence Limit - \$25,000

- b. The **Employer's Liability** exclusion under Paragraph 2. **Exclusions of Section - I Coverage A** does not apply to the coverage provided by this Section of this endorsement.
2. Subject to the reduced limits above for such coverage as is provided by this Section of this endorsement, parts **2.a.**, **b.** and **c.** of Section L. of this endorsement, which modify part **2.a.** of **Section II - Who Is An Insured** of the Commercial General Liability Coverage Form, are replaced by the following:
 - a. Your "employees", other than your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Your "volunteer workers", but only while acting:
 - (1) Under your direction and within the scope of duties for you; or
 - (2) Under your curriculum requirements.
 - c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee", "volunteer worker" or auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

- (1) "Personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee", co-"volunteer worker" or co-instructor while that co-"employee", co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

- (b) To the spouse, child, parent, brother or sister of that co-"employee", co-"volunteer worker" or co-instructor as a consequence of paragraph (1)(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 injury described in paragraphs (1)(a) or (1)(b) above.
- (2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:
- (a) Any of your "employees", "volunteer workers" or instructors; or
 - (b) You, or if you are partnership or joint venture, any partner or member; or
 - (c) Any member or manager if you are a limited liability company.

P. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph a. applies only if one of the following knows of the "occurrence" or offense:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company; or
- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph b. will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company; or
- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Commercial General Liability Conditions:**

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

R. COVERAGE TERRITORY

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

- a. The United State of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All other parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:
 - (a) The territory described in a. above;
 - (b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands;
- or in a settlement we agree to.

S. BODILY INJURY DEFINITION

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
- b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease; provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

T. DAMAGE TO PROPERTY NOT PHYSICALLY INJURED

- a. Under the **Definitions** Section "impaired property" does not apply.
- b. Exclusions m. and n. under **SECTION I - COVERAGE A** are replaced by the following:
 - m. **Loss Of Use Of Tangible Property**
Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

- (1) A delay in or lack of performance by or on behalf of the named insured of any contract or agreement; or
- (2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of "your product" or "your work" after such products or work have been put to use by any person or organization other than an insured.

n. Recall Of Products, Work Or Other Property

Damage 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) Any property which includes "your product" or "your work";

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.

U. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the **Definitions** Section, "Personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation; other than "bodily injury"; arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";

7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

8. Discrimination.

As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

But discrimination does not include:

a. Acts of differentiation that cause injury to a person arising out of any:

- (1) Refusal to employ that person;
- (2) Termination of that person's employment; or
- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

b. Acts of differentiation that cause injury to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above as directed.

Paragraphs a. and b. above apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

c. Acts of differentiation involving any actual or alleged:

- (1) Failure to provide an appropriate Individualized Education Program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or

(2) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto.

In the State of New York, the word discrimination as used above only means actual or alleged conduct:

- (a) That results in disparate impact; or
- (b) That you are vicariously liable for.

V. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Section IV - **Commercial General Liability Conditions:**

If this Coverage Endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or offense, the aggregate maximum Limit of Insurance under all the Coverage Endorsements, Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement, Coverage Form or policy. This Condition does not apply to any endorsement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

This provision does not apply in New York.

W. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

BETHLEHAM CENTRAL SCHOOL DISTRICT, ADDITIONAL INSURED
700 DELAWARE AVENUE
DELMAR, NY 12054

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

SOUTH COLONIE CENTRAL SCHOOL DISTRICT
102 LORALEE DRIVE
ALBANY, NY 12205

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

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

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

TOWN OF NEW SCOTLAND
2029 NEW SCOTLAND ROAD, SLINGERANDS, NY 12159

RE: USE OF BUILDING AT WYMAN OSTERHOUT COMMUNITY CENTER
7 OLD ROAD, VOORHEESVILLE, NY FOR ODYSSEY OF THE MIND STUDENT MEETINGS

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

MAPLE TOV, LLC & PRIME MANAGEMENT, 621 COLUMBIA STREET, COHOES, NY 12047
RE: USE OF THE HANNAFORD PARKING LOT AT 5 MAPLE ROAD IN VOORHEESVILLE, NY
FOR THE GIRLS VARSITY VOLLYBALL TEAM.

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

VILLAGE OF COOPERSTOWN
1 DOUBLEDAY COURT, COOPERSTOWN, NY 13326

RE: VARSITY BASEBALL TEAM WILL BE PLAYING COBLESKILL IN MAY.

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>GUILDERLAND CENTRAL SCHOOL DISTRICT 8 SCHOOL ROAD GUILDERLAND CENTER, NY 12085</p> <p>USE OF PREMISES AT GUILDERLAND HS FOR FOOTBALL PRACTICE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>CROSSGATES MALL GENERAL COMPANY NEWCO, LLC C/O THE PYRAMID CO THE CLINTON EXCHANGE 4 CLINTON SQUARE SYRACUSE, NY 13202</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTIONS LIMITED UNMANNED AIRCRAFT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

Aircraft Aggregate Limit of Insurance \$ 250,000

COVERED AIRCRAFT

1. IF ANY
- 2.
- 3.
- 4.
- 5.

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

The changes described herein apply only with respect to this endorsement. All provisions of the Policy apply unless modified by this endorsement.

Section I - Blanket Coverage

A. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, the Aircraft, Auto Or Watercraft exclusion does not apply to any "lightweight unmanned aircraft" used in connection with:

1. Your educational institution curriculum or programs; or
2. Building operations, maintenance or repair; on or above your educational institution premises.

However, the most we will pay for the sum of all "bodily injury" or "property damage" arising out of the use of "lightweight unmanned aircraft" is \$250,000 per policy period. This \$250,000 aggregate limit applies separately to each consecutive annual policy period and to any remaining policy 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 aggregate limit for this coverage will be increased in proportion to any policy extension provided.

Section II - Specific Coverage

If this section applies:

- A. The insurance provided under this section only applies to the "lightweight unmanned aircraft" or "unmanned aircraft" shown as a Covered Aircraft in the Schedule above, or in the Declarations as subject to Section II of this endorsement.
- B. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, the Aircraft, Auto Or Watercraft exclusion does not apply to a "lightweight unmanned aircraft" or "unmanned aircraft" used in connection with:
 1. Your educational institution curriculum or programs; or
 2. Building operations, maintenance or repair; on or above your educational institution premises.

- C. **Section III - Limits Of Insurance** is replaced by the following:

SECTION III - LIMITS OF INSURANCE

1. The Limit of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aircraft Aggregate Limit of Insurance shown in the Schedule above is the most we will pay for the sum of all "bodily injury" and "property damage" arising out of the use of any "lightweight unmanned aircraft" or "unmanned aircraft" covered by **Section II** of this endorsement.

The Aircraft Aggregate Limit of Insurance shown in the Schedule above applies separately to each consecutive annual policy period and to any remaining policy 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 Limit of Insurance for this coverage will be increased in proportion to any policy extension provided.

3. The limit of insurance for any "lightweight unmanned aircraft" covered under **Section I** of this endorsement does not apply to any "unmanned aircraft" covered under **Section II** of this endorsement. If a "lightweight unmanned aircraft" is shown in the Schedule above as subject to an Aircraft Aggregate Limit of Insurance, the limit of insurance provided under **Section I** of this endorsement does not apply to that "lightweight unmanned aircraft".

Section III - Conditions

The following is added to **Section IV - Commercial General Liability Conditions**:

It is a condition precedent to coverage under the Educational Institutions Limited Unmanned Aircraft Coverage endorsement that any "lightweight unmanned aircraft" or "unmanned aircraft":

- a. Will be operated in compliance with all applicable Federal, state or local laws or regulations governing their usage; and
- b. Is in an airworthy condition. No coverage will apply under this policy if the "lightweight unmanned aircraft" or "unmanned aircraft" is not in an airworthy condition. As used herein, "airworthy" means fit to operate as designed and intended, and able to withstand the foreseeable and expected conditions of weather, wind, and atmosphere and the rigors of normal and foreseeable use in whatever airspace it will be operated.

Section IV - Definitions

The following are added to the **Definitions** section:

- A. "Lightweight unmanned aircraft" means an aircraft which is commonly known as a drone that:
 1. Does not carry a human operator;
 2. Has one or more propellers or rotary wings configured to provide vertical lift; and
 3. Weighs ten (10) pounds or less.
- B. "Unmanned aircraft" means an aircraft which is commonly known as a drone that:
 1. Does not carry a human operator; and
 2. Has one or more propellers or rotary wings configured to provide vertical lift.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS ONLY RETAINED AMOUNT

This endorsement modifies insurance provided under the following:

SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE FORM

- I. Paragraph **5.** under **Section IV – Limits of Insurance And Retentions** is replaced by the following:
 5. The insured's Retained Amount, as stated in the Declarations, shall be applied to payments for "loss" covered by this Coverage Form. Subject to any Coinsurance participation by the insured, we will be liable only for "loss" in excess of such Retained Amount up to the Each Loss limit. We may pay any part or all of the insured's Retained Amount to settle a "claim" or "suit". You agree to promptly reimburse us for such part of the Retained Amount paid by us.
- II. The advisement at the top of page 1 that up to 50% of the Retained Amount will be payable for "defense costs" does not apply.
- III. The advisement on the application and the Declarations page that up to 50% of the Retained Amount will be payable for "defense costs" does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

RAVENA COEYMANS SELKIRK CENTRAL SCHOOL DISTRICT
15 MOUNTAIN RD.
RAVENA, NY 12143

RE: USE OF FACILITIES FOR FOOTBALL GAMES & VARSITY SOCCER GAMES
AND OR PRACTICE.

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

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

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

CROSSGATES MALL GENERAL COMPANY NEWCO, LLC
C/O THE PYRAMID COMPANIES
THE CLINTON EXCHANGE
4 CLINTON SQUARE, SYRACUSE, NY 13202

RE: SCHOOL CHOIR PERFORMING AT CROSSGATES MALL ON 12/15/18

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

TRI COUNTY INDOOR TRACK LEAGUE MEMBERS AND SUNY ALBANY
TRI COUNTY INDOOR TRACK LEAGUE MEMBERS AND HUDSON VALLEY COMMUNITY COLLEGE
TRI COUNTY INDOOR TRACK LEAGUE MEMBERS AND UNION COLLEGE
TRI COUNTY INDOOR TRACK LEAGUE AND UTICA COLLEGE
TRI COUNTY INDOOR TRACK LEAGUE AND SPRINGFIELD COLLEGE

RE: VARIOUS TRACK MEETS

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

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

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

SAINT MATTHEW'S CHURCH
25 MOUNTAINVIEW ST, VOORHEESVILLE, NY 12186

RE: VARSITY VOLLEYBALL TEAM SPORT BANQUET HELD ON DEC 9, 2018

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

RENSELAER POLYTECHNIC INSTITUTE
110 8TH ST
TROY NY 12180
USE OF PREMISES DURING FEB 26-MARCH 9

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>BOB'S TREES 1227 W. GALWAY RD. HAGAMAN, NY 12086</p> <p>RE: 9/28/19 - CROSS COUNTRY MEET</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>LHM ENTERPRISES LLC, 11 DRYWALL LN, VOORHEESVILLE NY 12186 RE: USE OF PREMISES FOR BASEBALL GAMES MARCH 9-APRIL 9 2020 LHM ENTERPRISES LLC AND VOORHESVILLE BASEBALL CLUB ARE ADDITIONAL INSUREDS FOR GENERAL LIABILITY PER FORM CG2026 ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION IF REQUIRED BY WRITTEN CONTRACT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

YOUR INVESTIGATION AND PUBLIC RELATIONS EXPENSES

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION LIABILITY COVERAGE FORM (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

The following **Supplemental Coverage** is added to **Section I - Abuse Or Molestation Liability Coverage:**

Your Investigation And Public Relations Expenses

We will pay your reasonable investigation costs incurred to determine if an insured committed a "wrongful act" to which this insurance applies and fees paid to an independent public relations agency hired in conjunction with that investigation.

Subject to a total annual aggregate limit of \$100,000 per policy term, the most we will pay for your reasonable investigation costs and fees paid to an independent public relations agency for any one incident is \$10,000.

To the extent that a part of Condition 2.d. that pertains to incurring expenses without our consent conflicts with this Supplemental Coverage, that part does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY ADDITIONAL DEFENSE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE FORM

The following is added to part 1. Insuring Agreement of Section I - School District And Educators Legal Liability Coverage.

Additional Defense Coverage

- a. We will also have the right and duty to defend any "suit" which fits any of the Defense Coverage areas below for which a premium is shown in the Schedule.

SCHEDULE*

	Additional Defense Coverage Area	Aggregate Defense Limit For Each Annual Policy Year	Premium
(1)	" Suits" Seeking No Pecuniary Relief	\$100,000	\$ INCLUDED
(2)	" Hearings" Seeking No Pecuniary Relief**	\$25,000	\$ N/A
(3)	" Suits" Alleging Failure To Provide An Appropriate Individualized Education Program (IEP)	\$100,000	\$ INCLUDED
(4)	" Suits" Alleging " Loss " From Asbestos***	\$50,000	\$ N/A
(5)	" Suits" Alleging Failure To Purchase or Maintain Adequate Limits of Insurance***	\$100,000	\$ N/A

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

** Only available in Connecticut, Massachusetts and New Hampshire

*** Not available in New York

REVISED IEP LIMITS

Per Suit \$ \$25,000 Aggregate \$ \$100,000 Premium \$

- b. (1) (a) Only as respects Additional Defense Coverage under a.(1) above, "Suits" Seeking No Pecuniary Relief, the term "suits" means a judicial proceeding in a court of law or equity in which no "loss" is claimed and shall not include "suits" alleging failure to provide an appropriate Individualized Education Program (IEP) or an administrative hearing, a proceeding before an educational agency, an E.E.O.C. proceeding or any similar proceeding, hearing, mediation or arbitration.
- (2) (a) Only as respects Additional Defense Coverage under a.(2) above, "Hearings" Seeking No Pecuniary Relief, the term "hearings" means:
- (i) An administrative proceeding;
 - (ii) A proceeding before an educational agency that is not a "hearing" alleging failure to provide an appropriate Individualized Education Program (IEP); or
 - (iii) An E.E.O.C. proceeding or any similar proceeding, mediation or arbitration in which no damages are claimed.
- (b) Our duty to defend under item a.(2) above is limited to those "hearings" to which the insurance provided by this Coverage Part would apply if pecuniary damages were being sought and ends when the Aggregate Defense Limit For Each Annual Policy Year shown above for such "hearings" is exhausted by payment of defense expenses.
- (3) Only with respect to Additional Defense Coverage under a.(3) above, "Suits" Alleging Failure To Provide An Appropriate Individualized Education Program (IEP):
- (a) The term "suits" means a judicial proceeding in a court of law or equity in which no "loss" is claimed and shall include an administrative hearing or a proceeding before an educational agency or any similar proceeding, hearing, mediation or arbitration.
- (b) Subject to Paragraph (5) below, unless a Revised IEP Per Suit Limit is shown, the most we will pay for any one "suit" alleging failure to provide an appropriate Individualized Education Program (IEP) is \$15,000.
- (4) Our duty to defend under items a.(1) and a.(3) above is limited to those "suits" to which the insurance provided by this Coverage Part would apply if "loss" was being sought and ends when the Aggregate Defense Limit For Each Annual Policy Year shown above for such "suits" is exhausted by payment of "defense costs".
- (5) For the Additional Defense Coverage under a.(1), a.(2), a.(3), a.(4) and a.(5) above, the most we will pay during each separate 12 month period of this policy for the sum of all "defense costs" under the Additional Defense Coverage granted by this endorsement is the Aggregate Defense Limit For Each Annual Policy Year applicable to the Additional Defense Coverage area shown in the Schedule above. For the Additional Defense Coverage under a.(3), if a Revised IEP Aggregate Limit is shown, that limit supersedes the amount shown in the Schedule and is the most we will pay during each separate 12 month period of this policy for the sum of all "defense costs" for "suits" alleging failure to provide an appropriate Individualized Education Program (IEP). The Aggregate Defense Limit For Each Annual Policy Year applicable to the Additional Defense Coverage area shown in the Schedule above applies regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bringing "suits". The Aggregate Defense Limit For Each Annual Policy Year applies 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 Aggregate Defense Limit For Each Annual Policy Year will be increased in proportion to any policy extension provided.
- (6) As respects Additional Defense Coverage under a.(4), "Suits" Alleging "Loss" From Asbestos and a.(5), "Suits" Alleging Failure To Purchase or Maintain Adequate Limits of Insurance, the term "suits" has the meaning given in Section VIII - Definitions.
- (7) Our duty to defend under item a.(4) above is not subject to exclusion k. and our duty to defend under item a.(5) above is not subject to exclusion a. of this Coverage Form and ends when the applicable Aggregate Defense Limit For Each Annual Policy Year shown above for such "suits" is exhausted by payment of defense expenses.
- (8) The defense coverage granted by this endorsement will apply only under a.(1), a.(2), a.(3), a.(4) or a.(5) above, but not under more than one for any one "suit", whether as defined in this endorsement or that given in Section VIII - Definitions.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVE RAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: LEONARD BUS SALES INC. 4 LEONARD WAY DEPOSIT, NY 13754
--

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

EFFECTIVE 3/8/21-3/21/21
AFRIM'S SPORTS PARK AND AFRIM'S REALTY CO LLC
969 WATERVLIET SHAKER RD
COLONIE NY 12205

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

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

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOOD SAMARITAN COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Any exclusion or restriction of coverage for providing or failing to provide professional health care services does not apply to any insured for their providing or failing to provide "medical treatment" made necessary by a sudden encounter with an accident or medical emergency while acting within the scope of their duties for you. As used in this endorsement, the term "medical treatment" means first aid or emergency care or treatment, wherever provided, given to an ill or injured person before regular medical treatment can be obtained.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

This insurance does not apply to any claim or "suit" arising directly or indirectly out of or resulting from any "wrongful act", action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WRONGFUL ACT DEFINITION (EXCLUSION OF CYBER-RELATED DAMAGE)

This endorsement modifies insurance provided under the following if included with your policy:

CHILD CARE LEGAL LIABILITY COVERAGE FORM
CLERGYPERSON PROFESSIONAL LEGAL LIABILITY COVERAGE FORM
CONTRACTORS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE FORM
LEGAL LIABILITY COVERAGE FORM
MANUFACTURERS ERRORS AND OMISSIONS COVERAGE FORM
RELIGIOUS INSTITUTIONS DIRECTORS AND OFFICERS LEGAL LIABILITY COVERAGE FORM
SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE FORM
SECURITY PERSONNEL LEGAL LIABILITY COVERAGE FORM
VOLUNTEER FIRE DEPARTMENT DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
VOLUNTEER FIRE DEPARTMENT ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

The following changes apply to the **Definitions** Section:

A. The following is added as the last paragraph of "wrongful act":

However, "wrongful act" does not include any breach of duty, negligent act, error or omission committed by an insured which causes or results in "cyber-related damage".

B. The following definition is added:

"Cyber-related damage" means any "loss" due to or arising out of a computer, computer system or network of computers because of:

1. Theft, loss, release, disclosure or publication of:
 - a. Anyone's personally identifiable information, medical or healthcare data including protected health information; or
 - b. Any confidential information of another business in your possession not available to the general public including trade secrets, designs, records, reports, interpretations, forecasts, formulas, methods, practices, or processes.

2. Failure to comply with your privacy policy.
3. Violation of any statute or regulation addressing the control, use or protection of personally identifiable information.
4. The inability or failure of any technical, physical or human security measures to prevent unauthorized intrusion, access to, copying, scanning, viewing or unauthorized use of any computer system.
5. The unintended:
 - a. Propagation or forwarding of any electronic mail, malware, malicious code, virus, worm, Trojan, spyware or other similar malicious software program designed to infect and damage, destroy, distort, contaminate, delete, erase, corrupt, alter, modify, deface, degrade, or disrupt a computer system, harm data on a computer system, or steal data from a computer system; or
 - b. Abetting of a denial of service attack against another computer, computer system or network of computers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POSSIBLE CLAIM

This endorsement modifies insurance provided under the following:

SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE FORM

The following is added to **Insuring Agreement** under **Section I - School District And Educators Legal Liability Coverage**:

Notice Of Possible Claim

If we receive written notice during the "policy period" from an insured of any facts or circumstances which may subsequently give rise to a "claim" which would be insured hereunder:

1. Any "claim" made against an insured arising out of such facts or circumstances after the date of receipt of such notice by us will be considered to have been made on the date we received the first notice of facts or circumstances; and
2. Only the policy in force on that date and no other shall apply to all "claims" from such facts or circumstances.

NEW YORK REGULATION 121 CLAIMS-MADE DISCLOSURE NOTICE

ADDENDUM TO DECLARATIONS AND APPLICATION

THIS DISCLOSURE NOTICE IS BEING PROVIDED IN ACCORDANCE WITH NEW YORK LAW AND HIGHLIGHTS CERTAIN IMPORTANT FEATURES OF YOUR POLICY. THIS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. FOR COMPLETE INFORMATION ON YOUR COVERAGES, READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE AND DISCUSS IT WITH YOUR INSURANCE AGENT OR BROKER. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

1. The School District And Educators Legal Liability Coverage Form is written on a claims-made basis. The policy only covers claims made against you during the policy period or any Extended Reporting Period.
2. The policy provides no coverage for claims arising out of wrongful acts which took place prior to the Retroactive Date, if any, stated in the policy.
3. All coverage under the policy ceases upon the termination of this policy, except for the Automatic Extended Reporting Period Coverage, unless you purchase Optional Extended Reporting Period Coverage.
4. Automatic Extended Reporting Period Coverage.

In the event of any termination of coverage, we will provide an Automatic Extended Reporting Period. This period starts upon termination of coverage and lasts for ninety (90) days. Any claim first made during the Automatic Extended Reporting Period will be considered made during the policy period.

5. Optional Extended Reporting Period Coverage.

In the event of any termination of coverage, an Optional Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra premium charge. The Optional Extended Reporting Period starts when the Automatic Extended Reporting Period described in Paragraph 4. above ends. Any claim first made during the Optional Extended Reporting Period will be considered made during the policy period.

6. A review of the Extended Reporting Period provisions in the Coverage Form, as summarized above, will underscore the importance of both the Automatic and Optional Extended Reporting periods. Potential coverage gaps may arise upon the expiration of the Automatic or Optional Extended Reporting Period.
7. During the first several years of claims-made coverage, premiums will be comparatively lower than occurrence coverage premiums. As such, you can expect substantial annual premium increases in subsequent years, independent of overall rate level increases, until the claims-made coverage reaches maturity.



Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.598.8422

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAW ENFORCEMENT AND SECURITY OFFICERS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

- A.** The following Supplemental Coverage is added to Section I - **Coverages**:

Law Enforcement and Security Officers Coverage

We will pay for "loss" arising out of or resulting from any "wrongful act" to which this insurance applies.

- B.** Under **Supplementary Payments** applicable to **Coverages A and B**, the provision for court costs taxed against the insured in the "suit" does not include attorneys' fees or attorneys' expenses taxed against the insured.
- C.** The following are added to the **Definitions** section:
1. "Interrelated acts" means "wrongful acts" which arise out of and have as a common basis:
 - a. Related circumstances, situations, events, transactions or facts;
 - b. A series of related circumstances, situations, events, transactions or facts; or
 - c. A common pattern of conduct.
 2. "Wrongful act" means any breach of duty, act, error or omission committed by an insured while acting within the scope of their law enforcement or security duties for you. However, "wrongful act" does not include any breach of duty, act, error or omission in connection with safeguarding or protecting your computer or information systems.

- 3.** "Loss" means any amount which:

- a. An insured is legally obligated to pay as compensatory damages, judgments or settlements; or
- b. You may be required by law to indemnify an insured for any claim or "suit";

to which the insurance under **Coverage A - Bodily Injury And Property Damage Liability** or **Coverage B - Personal And Advertising Injury Liability** applies.

"Loss" does not include:

- (1) Fines or penalties imposed by law;
- (2) Injunctive relief, including costs to comply with injunctive orders or judgments; or
- (3) Other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.

- D.** Any amounts we pay for "loss" are included within the applicable Limits of Insurance shown in the Declarations. These limits are the most we will pay for all "loss" from any one "wrongful act" or all "interrelated acts" of one or more insureds.
- E.** Only with respect to the insurance provided by this endorsement, your obligations under the **Condition Duties In The Event Of Occurrence, Offense, Claim Or Suit** shall also apply to any "suit" that alleges a "wrongful act".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNMANNED AIRCRAFT (COVERAGE B ONLY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

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

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

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

B. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1.a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

B. Paragraph 1.a. of Section I - Coverage B - Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

C. The following is added as Paragraph e. to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** (Paragraph 2. of **Section IV - Commercial General Liability Conditions**):

- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. Paragraph 3. of **Section IV - Commercial General Liability Conditions** is replaced by the following:

3. Legal Action Against Us

- a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b. With respect to "bodily injury" and "personal and advertising injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the Policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

E. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

F. The definition of "loading or unloading" in the **Definitions** Section does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY - WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

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

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

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

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
 TRANSPORTATION

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. The following exclusion is added to Paragraph 2., Exclusions of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2., Exclusions of **Section I - Coverage B - Personal And Advertising Injury Liability**:
 - A. This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or "devaluation" related to the actual, alleged or threatened presence of, or exposure to "asbestos" in any form, or to toxic substances emanating from "asbestos". This includes ingestion, inhalation, absorption or other physical exposure to "asbestos". Such presence of, or exposure to, "asbestos" includes, but is not limited to:
 1. The existence of or storing of "asbestos";
 2. The abatement or removal of "asbestos" from any structures, materials, products, goods or manufacturing process;
 3. The disposal of "asbestos"; or
 4. Any structures, manufacturing processes, or products containing "asbestos".
 - B. We shall have no obligation under this coverage for any loss, defense costs, or other costs or expenses arising out of any:
 1. Claim, "suit", judgment, settlement, obligation, request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, neutralize, or in any way respond to, or assess the actual or alleged effects of "asbestos"; or
 2. Claim, "suit", judgment, settlement, obligation, request or demand due to any actual, alleged, or threatened injury or damage from "asbestos" or testing for, monitoring, cleaning up, removing, containing, treating, or neutralizing, or in any way responding to or assessing the actual or alleged effects of, "asbestos"; or
 3. Claim, "suit", judgment, settlement, obligation, request or demand to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "asbestos".
 - C. This exclusion applies regardless of who manufactured, produced, installed, used, owned, stored or controlled the "asbestos".
- II. The following definitions are added to the **Definitions** Section:

"Asbestos" means asbestos, asbestos fibers, asbestos products and asbestos materials, or any products, goods or materials containing asbestos or asbestos fibers, products or materials.

"Devaluation" means any claim, demand or "suit" that alleges diminution, impairment or reduction in the value of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance Is Used Up.

a. If we conclude that, based on "occurrences," of-fenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:

- (1) General Aggregate Limit (other than the Products/Completed Operations Aggregate Limit);
- (2) Products/Completed Operations Aggregate Limit;
- (3) Personal and Advertising Injury Limit;
- (4) Each Occurrence Limit; or
- (5) Fire Damage Limit

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

- (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.
- (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits."

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
- (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Coverage A - Bodily Injury And Property Damage Liability (Section I - Coverages)** and Paragraph 2., **Exclusions of Coverage B - Personal and Advertising injury Liability (Section I - Coverages)**:

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

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

For the purposes of this endorsement, abuse means an intentional, inherently harmful act.



UTICA NATIONAL INSURANCE GROUP

UTICA NATIONAL INS OF OHIO
180 GENESEE ST
NEW HARTFORD, NY 13413
POLICY NUMBER: CPP 1400622
RENEWAL OF

U0401
TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
(518) 464-0059

NAMED INSURED: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

MAILING ADDRESS: ROUTE 85A
VOORHEESVILLE, NY 12186

FORM OF BUSINESS: SCHOOL

BUSINESS DESCRIPTION: SCHOOL

POLICY PERIOD: FROM 07-01-21 TO 07-01-22 12:01 A.M. at your address shown above.

GOVERNMENT CRIME COVERAGE PART DECLARATIONS

The Government Crime Coverage Part consists of this Declarations form and the Government Crime Coverage Form.

EMPLOYEE BENEFIT PLAN(S) INCLUDED AS NAMED INSURED(S):

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES:

INSURING AGREEMENTS	LIMIT OF INSURANCE Per Occurrence	DEDUCTIBLE AMOUNT Per Occurrence	PREMIUM
1. Employee Theft - Per Loss Coverage	\$ 900,000	\$ 500	INCLUDED
2. Employee Theft - Per Employee Coverage			
3. Forgery Or Alteration			
4. Inside The Premises - Theft Of Money And Securities			
5. Inside The Premises - Robbery Or Safe Burglary Of Other Property			
6. Outside The Premises			
7. Computer And Funds Transfer Fraud	\$ 900,000	\$ 500	INCLUDED
8. Money Orders And Counterfeit Paper Currency			
If Added by Endorsement, Insuring Agreement(s):			
HEAD OF THE CLASS	SEE FORM	SEE FORM	INCLUDED
FAITHFUL PERF OF DUTY COV-ADD	SEE FORM	\$ 0	INCLUDED
FRAUD IMPERSONATION FOR EMPLOYEES	\$1,000,000	\$ 0	INCLUDED
			Total \$ 1,897.00

Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this policy are deleted.

CANCELLATION OF PRIOR INSURANCE: By acceptance of this Coverage Part, you give us notice cancelling prior policy Nos. _____

the cancellation to be effective at the time this Coverage Part becomes effective.

COUNTERSIGNED _____ **BY:** Sharon C Peck
(Date) (Authorized Representative)

CPP 1400622
COMMERCIAL CRIME SUPPLEMENTAL DECLARATIONS

FORMS AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART WHEN ISSUED:

SUPPLEMENTAL DECLARATIONS

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORM -----	EDITION -----	TITLE -----
8E2270	0196	SCHOOL SAFETY ASSOCIATION FORMAL RISK MANAGEMENT PROGRAM CREDIT
8E2119	0796	DIVIDEND PLAN ENDORSEMENT
IL0017	1198	COMMON POLICY CONDITIONS
IL0268	0114	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL
IL0935	0701	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
CR0155	0717	NEW YORK CHANGES
CR0234	0114	NEW YORK CHANGES
CR0025	1115	GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)
8E26793	0719	HEAD OF THE CLASS UNI-FLEX
CR2519	0813	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES
CR2534	1010	ADD SCHEDULE EXCESS LIMIT OF INSURANCE FOR SPECIFIED EMPLOYEES OR PO
CR2512	1010	INCLUDE TREASURERS OR TAX COLLECTORS AS EMPLOYEES
CR2513	1010	INCLUDE STUDENTS AS EMPLOYEES
CR0417	1115	FRAUDULENT IMPERSONATION
CR2518	1010	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE
8E2291	0796	SCHOOL PROGRAM RENEWAL CREDIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

A. The following is added to Exclusion D.1.b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period:

However, this Paragraph D.1.b. does not apply to an "employee" who was convicted of one or more criminal offenses in this state or any other jurisdiction prior to becoming employed by you if, after learning about the "employee's" past criminal conviction or convictions, you made a determination to hire or retain the "employee" utilizing the factors set out in New York Correction Law Article 23-A.

B. Under Section E. Conditions:

1. The following condition is added to Paragraph 1. Conditions Applicable To All Insuring Agreements:

Estimation Of Claims

Upon request, we will furnish you, or your representative, with a written estimate of damages to real property, specifying all deductions, provided such an estimate has been prepared by us or has been prepared on our behalf for our own purposes. This estimate will be provided within 30 days after your request or its preparation, whichever is later.

2. Paragraph (1) of the Termination As To Any Employee Condition is replaced by the following and supersedes any provision in this condition to the contrary:

This insurance terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

However, this Paragraph (1) does not apply to an "employee" whose "theft" or other dishonest act was committed prior to becoming employed by you and which resulted in the "employee" being convicted of one or more criminal offenses in this state or any other jurisdiction, if, after learning about the "employee's" past criminal conviction or convictions, you made a determination to hire or retain the "employee" utilizing the factors set out in New York Correction Law Article 23-A; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

A. The Cancellation Of Policy Condition is replaced by the following:

Cancellation Of Policy

(1) The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

(2) Cancellation Of Policies In Effect

(a) 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(i) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.(2)(b)**.

(ii) 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph **A.(2)(b)** below.

(b) More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:

(i) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(ii) Conviction of a crime arising out of acts increasing the hazard insured against;

(iii) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

(iv) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

(v) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(vi) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

- (vii) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or
 - (viii) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Department of Financial Services.
- (3) We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.
 - (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
 - (6) If notice is mailed, proof of mailing will be sufficient proof of notice.
- (7) If one of the reasons for cancellation in Paragraph **A.(2)(b)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.
- B.** The following are added and supersede any other provisions to the contrary:
- 1. Nonrenewal**
 If we decide not to renew this policy, we will send notice as provided in Paragraph **B.3**.
 - 2. Conditional Renewal**
 If we conditionally renew this policy subject to:
 - a. A change of limits;
 - b. A change in type of coverage;
 - c. A reduction of coverage;
 - d. An increased deductible;
 - e. An addition of exclusion; or
 - f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;
 we will send notice as provided in Paragraph **B.3**.
 - 3. Notices Of Nonrenewal And Conditional Renewal**
 - a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this is a continuous policy.
 - b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
 - d. If we violate any of the provisions of Paragraph **B.3.a.**, **B.3.b.** or **B.3.c.** by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

- (1) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel;
 - (2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
- e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
- (1) Upon expiration of the 60-day period, unless Subparagraph (2) below applies; or
 - (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
- f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

C. Calculation Of Premium

1. For policies with fixed terms in excess of one year, or policies with no stated expiration date, except as provided in Paragraph 2., the following applies:

The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal or continuation of this policy, we will compute the premium in accordance with our rates and rules then in effect.

2. For policies with fixed terms in excess of one year, where premium is computed and paid annually, the following applies:

- a. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. Such rates and rules will be used to calculate the premium at each anniversary, for the entire term of the policy, unless the specific reasons described in Paragraph b. or c. apply.

- b. The premium will be computed based on the rates and rules in effect on the anniversary date of the policy only when, subsequent to the inception of the current policy period, one or more of the following occurs:

- (1) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;

- (2) A material physical change in the property insured, occurring after issuance or last anniversary renewal date of the policy, causes the property to become uninsurable in accordance with underwriting standards in effect at the time the policy was issued or last renewed; or

- (3) A material change in the nature or extent of the risk, occurring after issuance or last anniversary renewal date of the policy, which causes the risk of "loss" to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.
- c. If, subsequent to the inception of the current policy period, the Limit of Insurance is increased, or additional coverages or causes of loss are insured, the rate and rules in effect at the time of the change will be applied to calculate the premium and will continue to apply to the change at subsequent anniversary dates.
- D. The following provision applies when a policy is written on an annual aggregate limit of insurance basis:
- The annual aggregate limit of this policy will be increased in proportion to any policy extension provided in accordance with Paragraph **B.3.**, provided, however, that if the first Named Insured elects to accept the terms and conditions and rates of the conditional renewal notice, a new annual aggregate limitation shall become effective as of the inception date of the renewal, subject to regulations promulgated by the Superintendent of Financial Services.

GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is or is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.j. or E.1.k., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.f.:

1. Employee Theft - Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Employee Theft - Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

3. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you;
or

- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

4. Inside The Premises - Theft Of Money And Securities

We will pay for:

- a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or

- (2) Resulting directly from disappearance or destruction.

- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

- c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

5. Inside The Premises - Robbery Or Safe Burglary Of Other Property

We will pay for:

- a. Loss of or damage to "other property":
 - (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
 - (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

6. Outside The Premises

We will pay for:

- a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

7. Computer And Funds Transfer Fraud

a. We will pay for:

- (1) Loss resulting directly from a fraudulent:
 - (a) Entry of "electronic data" or "computer program" into; or
 - (b) Change of "electronic data" or "computer program" within;
any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 7.a.(1)(a) and 7.a.(1)(b):
 - (i) "Money", "securities" or "other property" to be transferred, paid or delivered; or
 - (ii) Your account at a "financial institution" to be debited or deleted.

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

- b. As used in Paragraph 7.a.(1), fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

8. Money Orders And Counterfeit Money

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

- a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This insurance does not cover:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your officials, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed By Your Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1.** or **A.2.**

d. Confidential Or Personal Information

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information; or
- (2) The disclosure of your confidential or personal information. However, this Paragraph **1.d.(2)** does not apply to loss otherwise covered under this insurance that results directly from the use of your confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

e. Data Security Breach

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

f. Governmental Action

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

g. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

h. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.3.**

i. Nuclear Hazard

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

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

k. Virtual Currency

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

l. War And Similar Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
2. Insuring Agreements **A.1.** and **A.2.** do not cover:
- a. Bonded Employees**
Loss caused by any "employee" required by law to be individually bonded.
- b. Inventory Shortages**
Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
- (1) An inventory computation; or
- (2) A profit and loss computation.
However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
- c. Trading**
Loss resulting from trading, whether in your name or in a genuine or fictitious account.
- d. Treasurers Or Tax Collectors**
Loss caused by any treasurer or tax collector by whatever name known.
3. Insuring Agreements **A.4.**, **A.5.** and **A.6.** do not cover:
- a. Accounting Or Arithmetical Errors Or Omissions**
Loss resulting from accounting or arithmetical errors or omissions.
- b. Exchanges Or Purchases**
Loss resulting from the giving or surrendering of property in any exchange or purchase.
- c. Fire**
Loss or damage resulting from fire, however caused, except:
- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.
- d. Money Operated Devices**
Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- e. Motor Vehicles Or Equipment And Accessories**
Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.
- f. Transfer Or Surrender Of Property**
- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":
- (a) On the basis of unauthorized instructions; or
- (b) As a result of a threat including, but not limited to:
- (i) A threat to do bodily harm to any person;
- (ii) A threat to do damage to any property;
- (iii) A threat to introduce a denial of service attack into any "computer system";
- (iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system"; or
- (v) A threat to disseminate, divulge or utilize:
- i. Your confidential information;
- ii. Confidential or personal information of another person or organization; or
- iii. Weaknesses in the source code within any "computer system".
- (2) However, this exclusion does not apply under Insuring Agreement **A.6.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
- (a) Had no knowledge of any threat at the time the conveyance began; or

- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.7. does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or

- (2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Insuring Agreement **A.7.b.**

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

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

d. Fraudulent Instructions

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

- (1) Transfer, pay or deliver "money", "securities" or "other property"; or

- (2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.7.a.(2)** or **A.7.b.**

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or

- (2) A profit and loss computation.

E. Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- (1) This insurance;

- (2) The property covered under this insurance;

- (3) Your interest in the property covered under this insurance; or

- (4) A claim under this insurance.

c. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

d. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.**, **A.2.** or **A.3.**) involves a violation of law, you must also notify the local law enforcement authorities;

- (2) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

e. Employee Benefit Plans

The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.** or **A.2.**, subject to the following:

- (1) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (2) The Deductible Amount applicable to Insuring Agreement **A.1.** or **A.2.** does not apply to loss sustained by any Plan.

f. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you no later than one year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

g. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured or official of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than one year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any employee benefit plan for loss sustained by that Plan, shall fully release us on account of such loss.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within two years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

j. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a)** Partly during the Policy Period shown in the Declarations; and
- (b)** Partly during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a)** This insurance became effective at the time of cancellation of the prior insurance; and
- (b)** The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

(3) In settling loss under Paragraphs j.(1) and j.(2):

- (a)** The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.

- (b)** We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

- (4)** The following examples demonstrate how we will settle losses subject to this condition:

Example Number 1

The Insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

Policy A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Settlement Of Loss

The amount of loss sustained under Policy A is \$2,500 and under Policy B, \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

- (a)** The amount of loss sustained under Policy A (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss \$5,000 deductible = \$0.00).

- (b) The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

Example Number 2

The Insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

Policy A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

Settlement Of Loss

The amount of loss sustained under Policy A is \$175,000 and under Policy B, \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy B. The Policy A Deductible Amount of \$10,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy A (\$175,000) is settled first. The amount we will pay is the Policy A Limit of \$125,000 because \$175,000 loss \$10,000 deductible = \$165,000, which is greater than the \$125,000 policy limit.
- (b) The remaining amount of loss sustained under Policy B (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy B limit \$125,000 paid under Policy A = \$25,000).

The most we will pay for this loss is \$150,000.

Example Number 3

The Insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies A, B, C and D.

Policy A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

Policy C

Issued prior to Policy B. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

Policy D

Issued prior to Policy C. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

Settlement Of Loss

The amount of loss sustained under Policy A is \$350,000; under Policy B, \$250,000; under Policy C, \$600,000; and under Policy D, \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy A. The Policy A Deductible Amount of \$100,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy A (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss \$100,000 deductible = \$250,000).
- (b) The amount of loss sustained under Policy B (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
- (c) The amount of loss sustained under Policy C (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
- (d) We will not make any further payment under Policy D, as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy A has been satisfied.

The most we will pay for this loss is \$1,000,000.

k. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:
- (a) This insurance became effective at the time of cancellation of the prior insurance; and
 - (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".
- (2) In settling loss subject to this condition:
- (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
 - (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the cancelled insurance.
- (3) The insurance provided under this condition is subject to the following:
- (a) If loss covered under this condition is also partially covered under Condition **E.1.j.**, the amount recoverable under this condition is part of, not in addition to, the amount recoverable under Condition **E.1.j.**
 - (b) For loss covered under this condition that is not subject to Paragraph **k.(3)(a)**, the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
 - (i) This insurance as of its effective date; or
 - (ii) The prior cancelled insurance had it remained in effect.

l. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph **l.(1)(a)**, we will only pay for the amount of loss that exceeds:
 - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
 - (ii) The Deductible Amount shown in the Declarations;whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

- (a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.
- (b) However, if loss covered under this insurance is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

m. Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property:

- (1) That you own or lease;

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

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

n. Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

o. Recoveries

- (1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or by you, shall be applied net of the expense of such recovery:
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
 - (c) Third, to you in satisfaction of any Deductible Amount; and
 - (d) Fourth, to you in satisfaction of any loss not covered under this insurance.
- (2) Recoveries do not include any recovery:
 - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (b) Of original "securities" after duplicates of them have been issued.

p. Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

q. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

r. Valuation - Settlement

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

(1) Money

Loss of "money" but only up to and including its face value.

(2) Securities

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (a) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (i) Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - (ii) Limit of Insurance applicable to the "securities".

(3) Property Other Than Money And Securities

- (a) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

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

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(c) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreements A.1. And A.2.

a. Indemnification

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Insurance.

b. Termination As To Any Employee

These Insuring Agreements terminate as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition **E.1.p.** for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.3.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.3.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.3.**

4. Conditions Applicable To Insuring Agreements A.5. And A.6.

a. Armored Motor Vehicle Companies

Under Insuring Agreement **A.6.**, we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.7.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.p.** does not apply to Insuring Agreement **A.7.**

F. Definitions

1. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".
2. "Computer system" means:
 - a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
 - b. Systems and applications software; and
 - c. Related communications networks;by which "electronic data" is collected, transmitted, processed, stored or retrieved.
3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.
4. "Custodian" means you or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.
6. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Employee":

a. Means:

- (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
 - (b) Whom you compensate directly by salary, wages or commissions; and
 - (c) Whom you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee", as defined in Paragraph **7.a.(1)**, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you;
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph **7.a.(2)**;
 - (4) Any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s); or
 - (b) Your official while that person is engaged in handling "money", "securities" or "other property" of any employee benefit plan;
 - (5) Any natural person who is a former official, "employee" or trustee retained by you as a consultant while performing services for you; and
 - (6) Any natural person who is a guest student or intern pursuing studies or duties.
- b. Does not mean:**
- Any agent, independent contractor or representative of the same general character not specified in Paragraph **7.a.**

8. "Financial institution" means:
- a. With regard to Insuring Agreement **A.4.**:
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
 - (2) An insurance company.
 - b. With regard to Insuring Agreement **A.7.**:
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - (2) An insurance company; or
 - (3) A stock brokerage firm or investment company.
 - c. Other than Insuring Agreements **A.4.** and **A.7.**, any financial institution.
9. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" as defined in Paragraph **F.8.a.**
10. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
11. "Fraudulent instruction" means:
- a. With regard to Insuring Agreement **A.7.a.(2)**:
 - (1) A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
 - (2) A written instruction (other than those covered under Insuring Agreement **A.3.**) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
 - b. With regard to Insuring Agreement **A.7.b.**:

A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.
12. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".
13. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value;
 - b. Traveler's checks and money orders held for sale to the public; and
 - c. In addition, includes:
 - (1) Under Insuring Agreements **A.1.**, **A.2.** and **A.3.**, deposits in your account at any "financial institution"; and
 - (2) Under Insuring Agreement **A.7.**, deposits in your account at a "financial institution" as defined in Paragraph **F.8.b.**
14. "Occurrence" means:
- a. Under Insuring Agreement **A.1.**:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**
 - b. Under Insuring Agreement **A.2.**:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by each "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**
 - c. Under Insuring Agreement **A.3.**:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**

d. Under all other Insuring Agreements:

- (1)** An individual act or event;
- (2)** The combined total of all separate acts or events whether or not related; or
- (3)** A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.j.** or **E.1.k.**

- 15.** "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this insurance.
- 16.** "Premises" means the interior of that portion of any building you occupy in conducting your business.
- 17.** "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - a.** Caused or threatened to cause that person bodily harm; or
 - b.** Committed an obviously unlawful act witnessed by that person.
- 18.** "Safe burglary" means the unlawful taking of:
 - a.** Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

b. A safe or vault from inside the "premises".

- 19.** "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - a.** Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b.** Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
- 20.** "Theft" means the unlawful taking of property to the deprivation of the Insured.
- 21.** "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
 - a.** By means of computer, telefacsimile, telephone or other electronic instructions; or
 - b.** By means of written instructions (other than those covered under Insuring Agreement **A.3.**) establishing the conditions under which such transfers are to be initiated by such "financial institutions" through an electronic funds transfer system.
- 22.** "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Insuring Agreements designated below:

SCHEDULE

Insuring Agreement	Limit Of Insurance
<input checked="" type="checkbox"/> Employee Theft - Per Loss Coverage	\$ 900,000
<input checked="" type="checkbox"/> Employee Theft - Per Employee Coverage	\$ SEE 8E2679-3
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** The following is added to the Employee Theft Insuring Agreement designated above:
- We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit Of Insurance shown in the Schedule. That Limit is part of, not in addition to, the Limit Of Insurance shown in the Declarations.
- B.** The following exclusions are added to Section D.2. Exclusions:
- a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
 - b. Damages for which you are legally liable as a result of:
 - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
 - (2) The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.
- C.** The **Indemnification** Condition is replaced by the following:
- Indemnification**
- We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.
- D.** Paragraph (1) of the **Termination As To Any Employee** Condition is replaced by the following:
- (1) As soon as:
 - (a) You; or
 - (b) Any official or employee authorized to manage, govern or control your "employees" not in collusion with the "employee";
 learns of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft Insuring Agreement, as amended by this endorsement; or
- E.** The coverage provided by this endorsement does not apply to any employee benefit plan covered under the Employee Theft Insuring Agreement shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADD SCHEDULE EXCESS LIMIT OF INSURANCE
FOR SPECIFIED EMPLOYEES OR POSITIONS**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement:

SCHEDULE

Name Schedule Coverage				
Item No.	Names Of Covered "Employees"			Excess Limit Of Insurance Each "Employee"
				\$
				\$
				\$
Position Schedule Coverage				
Item No.	Titles Of Covered Positions	Locations Of Covered Positions	Number Of "Employees" Each Position	Excess Limit Of Insurance Each "Employee"
1	SEE 8E2679-3	ALL		\$ 1,000,000
				\$
				\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

1. The Excess Limit Of Insurance shown in the Schedule applies to each "employee" who is named or who holds a position shown in the Schedule opposite that limit.
2. The Excess Limit of Insurance applies only to that part of any covered loss that exceeds the Limit Of Insurance shown in the Declarations for the Employee Theft Insuring Agreement plus any applicable Deductible Amount.
3. The Excess Limit of Insurance applies only to loss caused by an identified "employee".
4. If the Excess Limit of Insurance is scheduled on a position basis, the most we will pay for an "employee" holding more than one position is the largest Excess Limit of Insurance in effect and applicable to any one of those positions at the time of loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE TREASURERS OR TAX COLLECTORS
AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

SCHEDULE

Treasurers Or Tax Collectors	
ALL TREASURERS OR TAX COLLECTORS	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. The definition of "employee" is amended to include your treasurers or tax collectors shown in the Schedule.
2. Exclusion D.2.d. **Treasurers Or Tax Collectors** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE STUDENTS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement:

1. The definition of "employee" is amended to include any student enrolled in a school under your jurisdiction while the student is handling or has possession of property or funds in connection with sanctioned student activities.
2. Exclusion D.2.d. Treasurers Or Tax Collectors is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FRAUDULENT IMPERSONATION

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Check the appropriate box(es):

I. Fraudulent Impersonation Of "Employees" Included: Yes No

A. Verification Is Required For All "Transfer Instructions"

B. Verification Is Required For All "Transfer Instructions" In Excess Of \$

C. Verification Of "Transfer Instructions" Is Not Required

II. Fraudulent Impersonation Of "Customers" And "Vendors" Included: Yes No

A. Verification Is Required For All "Transfer Instructions"

B. Verification Is Required For All "Transfer Instructions" In Excess Of \$

C. Verification Of "Transfer Instructions" Is Not Required

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

With regard to this Fraudulent Impersonation endorsement, the provisions of the Coverage Form or Policy to which this endorsement is attached apply, unless modified by this endorsement.

A. The following Insuring Agreement is added to Section A. Insuring Agreements:

Fraudulent Impersonation

1. "Employees" (if indicated in Section I. of the Schedule)

We will pay for loss resulting directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by:

- a. An "employee", or any of your partners, "members", "managers", officers, directors or trustees, or you (if you are a sole proprietorship) if coverage is written under the Commercial Crime Coverage Form or Commercial Crime Policy; or

- b. An "employee", or any of your officials if coverage is written under the Government Crime Coverage Form or Government Crime Policy;

but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the person in Paragraph 1.a. or 1.b.

2. "Customers" And "Vendors" (If indicated in Section II. of the Schedule)

We will pay for loss resulting directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by your "customer" or "vendor", but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "customer" or "vendor".

3. Verification

- a. The following is a precondition to coverage under this Insuring Agreement:
 - (1) If option I.A. and/or II.A. is selected in the Schedule, you shall verify all "transfer instructions"; or
 - (2) If option I.B. and/or II.B. is selected in the Schedule, you shall verify all "transfer instructions" in excess of the amount shown;

according to a pre-arranged callback or other established verification procedure before acting upon any such "transfer instruction".

- b. If option I.C. and/or II.C. is selected in the Schedule, verification of "transfer instructions" is not a precondition to coverage under this insuring agreement.

B. Under Section E. Conditions:

The **Territory** Condition is replaced by the following:

Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

C. The following definitions are added to Section F. Definitions:

- 1. "Customer" means an entity or individual to whom you sell goods or provide services under a written contract.
- 2. "Transfer instruction" means an instruction directing you to transfer "money", "securities" or "other property".
- 3. "Vendor" means an entity or individual from whom you purchase goods or receive services under a written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement:

1. The following is added to the **Employee Theft Insuring Agreement**:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by your constitution and bylaws or resolution of your governing body, including inability to faithfully perform those duties because of a criminal act committed by a person other than an "employee".

2. The following exclusion is added to Section **D.2. Exclusions**:

Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

3. The coverage provided by this endorsement does not apply to any "employee benefit plan(s)" covered under the Employee Theft Insuring Agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Boiler And Machinery Coverage Part, the Commercial Crime Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

Effective Date:**

(12:01 A.M. Standard Time)

**Not required if included at policy inception.

HEAD OF THE CLASS UNI-FLEX ENDORSEMENT

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE PART

This endorsement must be used with endorsements 8-E-2679-1 and 8-E-2679-2.

If there is other valid and collectible insurance available to you in other coverage purchased under this policy for any loss, damage or "loss" we also cover under this endorsement, the insurance provided under this endorsement is primary.

The following is a summary of the additional coverages, including limits of insurance, provided by this endorsement. Coverage is provided only for those insuring agreements that are listed under Coverage in the Schedule. For complete details on specific coverages, consult the applicable forms. The Deductible amount stated in the Schedule below replaces the Deductible amount shown in the Declarations as respects such enhancement.

SCHEDULE

Premium:

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

Enhancement No.	Coverage	Limit of Insurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
	Government Crime Coverage Form (Loss Sustained Form):				CR 00 25
1.	Employee Theft - Per Employee Coverage	\$100,000 Per Employee	\$500	Per Coverage Forms	CR 00 25, CR 25 19, and CR 25 12
2.	Forgery Or Alteration	\$100,000 Per Occurrence	\$500	Per Coverage Forms	CR 00 25

Enhancement No.	Coverage	Limit of Insurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
3.	Inside The Premises - Theft Of Money And Securities	\$25,000 Per Occurrence	\$500	Per Coverage Forms	CR 00 25
4.	Outside The Premises - Theft Of Money And Securities	\$25,000 Per Occurrence	\$500	Per Coverage Forms	CR 00 25
5.	Excess Employee Theft Coverage				
	- Tax Collector	\$1,000,000 Per Tax Collector	Nil	Per Coverage Forms	CR 00 25, CR 25 19, CR 25 12 and CR 25 34
	- Treasurer	\$1,000,000 Per Treasurer	Nil	Per Coverage Forms	CR 00 25, CR 25 19, CR 25 12 and CR 25 34
	- Internal Auditor	\$1,000,000 Per Auditor	Nil	Per Coverage Forms	CR 00 25, CR 25 19 and CR 25 34
6.	Computer And Funds Transfer Fraud	\$100,000	\$500	Per Coverage Forms	CR 00 25



UTICA NATIONAL INS OF OHIO
180 GENESEE ST
NEW HARTFORD, NY 13413

U0401
TEN EYCK GROUP
1924 WESTERN AVENUE
ALBANY, NY 12203
(518) 464-0059

POLICY NUMBER: CPP 1400622
RENEWAL OF CPP 1400622

NAMED INSURED: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

ADDRESS: ROUTE 85A
VOORHEESVILLE, NY 12186

FORM OF BUSINESS: SCHOOL

BUSINESS DESCRIPTION: SCHOOL

POLICY PERIOD: FROM 07-01-21 TO 07-01-22 12:01 A.M. Standard Time at your address shown above.

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

COMMERCIAL INLAND MARINE COVERAGE PART — DECLARATIONS

For deductibles shown below, see individual coverage form(s) for explanation of how deductibles may apply.

SCHEDULE

ITEM NO.	DESCRIPTION	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	PREMIUM
001	LOCATION NUMBER 001 432 NEW SALEM ROAD VOORHEESVILLE, NY 12186 HEAD OF THE CLASS UNIFLEX	SEE FORM	SEE FORM	INCLUDED

PREMIUM for this Coverage Part \$ 976.00

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART:

SEE 8-S-1018

Sharon C Peck
Authorized Representative

CPP CIM 51 9 1400622

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

SUPPLEMENTAL DECLARATIONS

Named Insured:

Schedule of Loss Payees/Mortgagees

<u>Description of Property</u>	<u>Loss Payee (x)</u>	<u>Mortgagee (x)</u>	<u>Loss Payees' or Mortgagees' Name & Addresses</u>
"10" LIGHT TOWERS	X		UNITED RENTALS 1401 VISHER FERRY ROAD CLIFTON PARK, NY 12065

SUPPLEMENTAL DECLARATIONS

Named Insured: VOORHEESVILLE CENTRAL SCHOOL DISTRICT

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORM -----	EDITION -----	TITLE -----
CM0001	0904	COMMERCIAL INLAND MARINE CONDITIONS
IL0017	1198	COMMON POLICY CONDITIONS
IL0268	0114	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL
CM0020	0113	COMMERCIAL ARTICLES COVERAGE FORM
8E1286	0188	MISCELLANEOUS PROPERTY FLOATER COVERAGE FORM
CM0067	0113	VALUABLE PAPERS AND RECORDS COVERAGE FORM
CM0028	0113	SIGNS COVERAGE FORM
8E1958	0393	COMMERCIAL ARTICLES-BLANKET COVERAGE ENDORSEMENT
CM0066	0113	ACCOUNT RECEIVABLE COVERAGE FORM
8E1461	0186	FINE ARTS FLOATER COVERAGE FORM
8E1462	0186	FINE ARTS BREAKAGE COVERAGE ENDORSEMENT
8E1921	0900	FINE ARTS VALUATION ENDORSEMENT
8E1965	0493	COLLEGES AND SCHOOLS DEDUCTIBLES
IL0183	0808	NEW YORK CHANGES - FRAUD
8E2119	0796	DIVIDEND PLAN ENDORSEMENT
8E2270	0196	SCHOOL SAFETY ASSOCIATION FORMAL RISK MANAGEMENT PROGRAM CREDIT
8E26792	0719	HEAD OF THE CLASS UNI-FLEX
8E1143	0186	RADIO AND TELEVISION TOWER AND EQUIPMENT COVERAGE FORM
8E2677	0798	REPLACEMENT COST VALUATION
8E2721	1298	EXCLUSION:COMPUTER AND OTHER ELECTRONIC-RELATED PROBLEMS(OTHER THAN
8E1958	0393	COMMERCIAL ARTICLES-BLANKET COVERAGE ENDORSEMENT
IL0985	1220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE
IL0952	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
8E3845	0713	EARTH MOVEMENT AMENDATORY ENDORSEMENT
8E2291	0796	SCHOOL PROGRAM RENEWAL CREDIT
8S1019	1293	SCHEDULE OF LOSS PAYEES

COMMERCIAL INLAND MARINE CONDITIONS

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

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. We will not pay you more than your financial interest in the Covered Property.

3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

COMMERCIAL ARTICLES COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning.

A. Coverage

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

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

2. Property Not Covered

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

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverage - Collapse

The coverage provided under this Additional Coverage - Collapse applies only to an abrupt collapse as described and limited in Paragraphs a. through c.

- a. For the purpose of this Additional Coverage - Collapse, abrupt 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.

- b. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- (1) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- (2) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- (3) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;
- (4) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (a) A cause of loss listed in Paragraph (1) or (2);
 - (b) One or more of the following causes of loss: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
 - (c) Weight of people or personal property; or
 - (d) Weight of rain that collects on a roof.

- c. This Additional Coverage - Collapse will not increase the Limits of Insurance provided in this Coverage Form.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market or any other consequential loss.
 - b. Dishonest or criminal act (including theft) committed by:
 - (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company; or

- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

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

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- c. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- d. Unauthorized instructions to transfer property to any person or to any place.
- e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- f. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

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

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located.

d. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;**
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or**
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to Paragraph (1) or (2).**

This Exclusion **d.** does not apply to the extent that coverage is provided under the Additional Coverage - Collapse or to collapse caused by one or more of the following: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; weight of people or personal property; weight of rain that collects on a roof.

e. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.

C. Limits Of Insurance

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

D. Deductible

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

E. Additional Conditions

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

1. Coverage Territory

We cover property wherever located.

2. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies to all items that are covered but not individually listed and described.

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

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

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

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

3. Additional Acquired Property

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

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

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

VALUABLE PAPERS AND RECORDS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - Definitions.

A. Coverage

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

1. Covered Property, as used in this Coverage Form, means "valuable papers and records" that are your property or property of others in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Property not specifically declared and described in the Declarations if such property cannot be replaced with other property of like kind and quality;
- b. Property held as samples or for delivery after sale;
- c. Property in storage away from the "premises" shown in the Declarations; or
- d. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverage - Collapse

The coverage provided under this Additional Coverage - Collapse applies only to an abrupt collapse as described and limited in Paragraphs a. through c.

- a. For the purpose of this Additional Coverage - Collapse, abrupt 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.

b. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- (1) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - (2) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - (3) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;
 - (4) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (a) A cause of loss listed in Paragraph (1) or (2);
 - (b) One or more of the following causes of loss: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
 - (c) Weight of people or personal property; or
 - (d) Weight of rain that collects on a roof.
- c. This Additional Coverage - Collapse will not increase the Limits of Insurance provided in this Coverage Form.

5. Coverage Extensions

a. Removal

If you give us written notice within 10 days of removal of your "valuable papers and records" because of imminent danger of loss or damage, we will pay for loss or damage while it is:

- (1) At a safe place away from your "premises"; or
- (2) Being taken to and returned from that place.

This Coverage Extension is included within the Limits of Insurance applicable to the "premises" from which the Covered Property is removed.

b. Away From Your Premises

We will pay up to \$5,000 for loss or damage to Covered Property while it is away from your "premises".

But if a higher Limit Of Insurance is specified in the Declarations, the higher limit will apply.

The limit for this Coverage Extension is additional insurance.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

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

- a. Delay, loss of use, loss of market or any other consequential loss.

- b. Dishonest or criminal act (including theft) committed by:

- (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;

- (2) A manager or a member if you are a limited liability company; or

- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

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

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- c. Errors or omissions in processing or copying.

But if errors or omissions in processing or copying result in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

- d. Electrical or magnetic injury, disturbance or erasure of electronic recordings.

But we will pay for direct loss or damage caused by lightning.

- e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- f. Unauthorized instructions to transfer property to any person or to any place.
- g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- h. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

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

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

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 - of part or all of any property wherever located.
- d. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to Paragraph (1) or (2).

This Exclusion d. does not apply to the extent that coverage is provided under the Additional Coverage - Collapse or to collapse caused by one or more of the following: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; weight of people or personal property; weight of rain that collects on a roof.

- e. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.

C. Limits Of Insurance

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

D. Deductible

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

E. Additional Conditions

1. Valuation - Specifically Declared Items

The following is added to General Condition F. **Valuation** in the Commercial Inland Marine Conditions:

The value of each item of property that is specifically declared and described in the Declarations is the applicable Limit Of Insurance shown in the Declarations for that item.

2. Recoveries

The following is added to Loss Condition H. **Recovered Property** in the Commercial Inland Marine Conditions:

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. If so, your loss or damage will be readjusted based on the amount you received for the property recovered, with allowance for recovery expenses incurred.

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

a. Coverage Territory

We cover property:

- (1) Within your "premises"; and
- (2) Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.

b. Protection Of Records

Whenever you are not open for business, and except while you are actually using the property, you must keep all "valuable papers and records" in receptacles that are described in the Declarations.

F. Definitions

- 1. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

- 2. "Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.
- 3. "Money" means:
 - a. Currency, coins and banknotes whether or not in current use; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
- 4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue;but does not include "money".

SIGNS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning.

A. Coverage

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

1. Covered Property, as used in this Coverage Form, means:

- a. Your signs; and
- b. Similar property of others in your care, custody or control.

2. Property Not Covered

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

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverage - Collapse

The coverage provided under this Additional Coverage - Collapse applies only to an abrupt collapse as described and limited in Paragraphs a. through c.

- a. For the purpose of this Additional Coverage - Collapse, abrupt 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.
- b. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
 - (1) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

- (2) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

- (3) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;

- (4) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (a) A cause of loss listed in Paragraph (1) or (2);

- (b) One or more of the following causes of loss: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;

- (c) Weight of people or personal property; or

- (d) Weight of rain that collects on a roof.

- c. This Additional Coverage - Collapse will not increase the Limits of Insurance provided in this Coverage Form.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

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

- a.** Delay, loss of use, loss of market or any other consequential loss.
- b.** Breakage during transportation, or breakage during installation, repairing or dismantling.

But we do insure against such loss or damage caused directly by fire, lightning, or by accident to the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.

c. Dishonest or criminal act (including theft) committed by:

- (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;
- (2) A manager or a member if you are a limited liability company; or

- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

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

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

d. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology;

creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- f. Unauthorized instructions to transfer property to any person or to any place.
- g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- h. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

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

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

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 - of part or all of any property wherever located.
- d. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to Paragraph (1) or (2).

This Exclusion d. does not apply to the extent that coverage is provided under the Additional Coverage - Collapse or to collapse caused by one or more of the following: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; weight of people or personal property; weight of rain that collects on a roof.

- e. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration; mechanical breakdown; dampness, cold or heat.

C. Limits Of Insurance

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

D. Deductible

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

E. Additional Conditions

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

1. Coverage Territory

We cover property wherever located within:

- a. The United States of America (including its territories and possessions);
- b. Puerto Rico; and
- c. Canada.

2. Coinsurance

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

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

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

- a.** Multiply the value of Covered Property, except property in transit, at the time of loss by the Coinsurance percentage;
- b.** Divide the Limit of Insurance of the property by the figure determined in Step **a.**;

- c.** Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step **b.**; and
- d.** Subtract the deductible from the figure determined in Step **c.**

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

ACCOUNTS RECEIVABLE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section E - Definitions.

A. Coverage

1. We will pay:

- a. All amounts due from your customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- d. Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from Covered Causes of Loss to your records of accounts receivable.

2. Property Not Covered

Coverage does not apply to:

- a. Records of accounts receivable in storage away from the "premises" shown in the Declarations; or
- b. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss or damage to your records of accounts receivable except those causes of loss listed in the Exclusions.

4. Additional Coverage - Collapse

The coverage provided under this Additional Coverage - Collapse applies only to an abrupt collapse as described and limited in Paragraphs a. through c.

a. For the purpose of this Additional Coverage - Collapse, abrupt 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.

b. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- (1) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- (2) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- (3) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;
- (4) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (a) A cause of loss listed in Paragraph (1) or (2);
 - (b) One or more of the following causes of loss: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
 - (c) Weight of people or personal property; or
 - (d) Weight of rain that collects on a roof.

- c. This Additional Coverage - Collapse will not increase the Limits of Insurance provided in this Coverage Form.

5. Coverage Extension

Removal

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- a. At a safe place away from your "premises"; or
- b. Being taken to and returned from that place.

This Coverage Extension is included within the Limit of Insurance applicable to the "premises" from which the records of accounts receivable are removed.

B. Exclusions

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

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

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

- (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;

- (2) A manager or a member if you are a limited liability company; or

- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

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

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- c. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- d. Bookkeeping, accounting or billing errors or omissions.

- e. Electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:

- (1) Programming errors or faulty machine instructions;

- (2) Faulty installation or maintenance of data processing equipment or component parts;

- (3) An occurrence that took place more than 100 feet from your "premises"; or
- (4) Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 100 feet from your "premises".

But we will pay for direct loss or damage caused by lightning.

- f. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- g. Unauthorized instructions to transfer property to any person or to any place.
- h. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- i. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

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

- 3. We will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence.
- 4. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or

- (4) Maintenance; of part or all of any property wherever located.

- d. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to Paragraph (1) or (2).

This Exclusion d. does not apply to the extent that coverage is provided under the Additional Coverage - Collapse or to collapse caused by one or more of the following: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; weight of people or personal property; weight of rain that collects on a roof.

C. Limits Of Insurance

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

D. Additional Conditions

1. Determination Of Receivables

General Condition F. Valuation in the Commercial Inland Marine Conditions is replaced by the following:

- a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:
 - (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

- b. The following will be deducted from the total amount of accounts receivable, however that amount is established:
- (1) The amount of the accounts for which there is no loss or damage;
 - (2) The amount of the accounts that you are able to reestablish or collect;
 - (3) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (4) All unearned interest and service charges.

2. Recoveries

The following is added to Loss Condition H, **Recovered Property** in the Commercial Inland Marine Conditions:

You will pay us the amount of all recoveries you receive for loss or damage paid by us. But any recoveries in excess of the amount we have paid belong to you.

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

a. Coverage Territory

We cover records of accounts receivable:

- (1) Within your "premises"; and
- (2) Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.

b. Coinsurance

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

We will not pay the full amount of any loss if the value of all accounts receivable, except those in transit, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for Coverage Applicable At All Locations.

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

- (1) Multiply the value of all accounts receivable, except those in transit, at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance for Coverage Applicable At All Locations by the figure determined in Step (1); and
- (3) Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

This condition will not apply to records of accounts receivable in transit, interest charges, excess collection expenses or expenses to reestablish your records of accounts receivable.

c. Protection Of Records

Whenever you are not open for business, and except while you are actually using the records, you must keep all records of accounts receivable in receptacles that are described in the Declarations.

E. Definitions

"Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.

MISCELLANEOUS PROPERTY FLOATER COVERAGE FORM

Various provisions in this form restrict coverage. Read the entire form carefully to determine rights, duties and what is and is not covered.

Throughout this form, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F — DEFINITIONS.

A. DESCRIPTION

Description of Property	Limit of Insurance
SEE DECLARATIONS	
Deductible: SEE DECLARATIONS	

B. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. **Covered Property**, as used in this Coverage Form, means:

Your property, or property of others in your care, custody or control, described in this Form.

2. **Property Not Covered**

Covered Property does not include:

Contraband, or property in the course of illegal transportation or trade.

3. **Covered Causes of Loss**

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

4. **Additional Coverage — Collapse**

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

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; all only as covered in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;

- e. Weight of rain that collects on a roof;

- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

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

C. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

- a. **Governmental Action**

Seizure or destruction of property by order of governmental authority.

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

- b. **Nuclear Hazard**

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

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

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

a. Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.

b. Artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

This exclusion only applies to "loss" to that article in which the disturbance occurs.

c. Unexplained disappearance.

d. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

e. Unauthorized instructions to transfer property to any person or to any place.

f. Processing or work upon the property.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

g. Carelessness or rough handling or disregard of reasonable precautions by you or your employees.

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

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

or part or all of any property wherever located.

d. Collapse except as provided in the Additional Coverage — Collapse section of this Coverage Form.

e. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, mechanical breakdown, insects, vermin, rodents, corrosion, rust, dampness, cold or heat.

D. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in this Form.

E. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limit of Insurance exceeds the Deductible shown in this Form. We will then pay the amount of the adjusted "loss" in excess of the Deductible up to the applicable Limit of Insurance.

F. ADDITIONAL CONDITIONS

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

1. Coverage Territory

We cover property wherever located within:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

2. Coinsurance

All items must be insured for their total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" to these items that the Limit of Insurance shown in this Form for them bears to their total value as of the time of "loss."

G. DEFINITIONS

"Loss" means accidental loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL ARTICLES BLANKET COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL ARTICLES COVERAGE FORM

ADDITIONAL CONDITION E.3., ADDITIONAL ACQUIRED PROPERTY, does not apply to any type of property which is covered but not individually listed and described.

FINE ARTS FLOATER COVERAGE FORM

Various provisions in this form restrict coverage. Read the entire form carefully to determine rights, duties and what is and is not covered.

Throughout this form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION H — DEFINITIONS.

A. SCHEDULE

Limit of Insurance	Locations Covered		
\$ SEE DECLARATIONS	SEE DECLARATIONS		
\$			
\$			
\$			
\$			
Description of Property	Title of Article	Artist or Maker	Amount of Insurance
SEE DECLARATIONS			
Deductible: SEE DECLARATIONS			

B. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss unless an Exclusion applies.

1. Covered Property, as used in this Coverage Form, means:

Fine arts specified in the Schedule in this form, being your fine arts or the fine arts of others in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Contraband, or property in the course of illegal transportation or trade;
- b. Watercraft and aircraft; plans, blueprints, designs or specifications;

c. Insured property while waterborne except while on a regular ferry line or unless otherwise endorsed on.

However, loss to such property caused by fire would be covered.

3. Covered Causes of Loss

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

4. Additional Coverage — Collapse

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

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

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

C. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
 - a. **Governmental Action**
Seizure or destruction of property by order of governmental authority.
But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.
 - b. **Nuclear Hazard**
 - (1) Any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.
 - c. **War and Military Action**
 - (1) War including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for a "loss" caused by or resulting from any of the following:
 - a. Delay, loss of market, or loss of use.
 - b. Bankruptcy, foreclosure or similar proceedings.
 - c. Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.
But this exclusion does not apply to a carrier for hire.
 - d. Any repairing or process involving restoration or retouching of Covered Property.
 - e. Breakage, marring or scratching of art glass windows; marbles or statuary; glassware; bric-a-brac or porcelains; and other similar fragile articles unless caused by:
 - (1) Fire or lightning;
 - (2) explosion;
 - (3) windstorm, cyclone or tornado;
 - (4) earthquake or flood;
 - (5) theft or attempted theft;
 - (6) aircraft;
 - (7) collision, derailment or overturn of conveyance; and
 - (8) malicious damage.
3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located.

- d. Collapse except as provided in the Additional Coverage — Collapse section of this Coverage Form.
- e. Gradual deterioration; hidden or latent defect; any quality in the property that causes it to damage or destroy itself; insects, vermin or rodents; corrosion; rust; dampness; cold or heat.

D. LIMITS OF INSURANCE

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

E. DEDUCTIBLE

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

F. ADDITIONAL CONDITIONS

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

1. Coverage Territory

We cover property wherever located within or between:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

2. Packing

If packing and unpacking is necessary for shipment or transportation of Covered Property, you agree to supervise packing operations or have the Covered Property packed and unpacked by competent packers.

3. Condition of Property

All Covered Property must be in sound condition at the time it becomes insured.

4. Scheduled Property

Each item which is scheduled in this form is considered to be separately insured.

5. Waiver of Subrogation

You may not agree to release or impair any of your rights against any party to recover the full amount of any "loss" covered under this policy. This cannot be done either before or after the "loss."

However, this restriction will not apply to an agreement you make in your contract(s) to perform work.

6. Valuation

We shall not be liable for more than the amount you stated in the Schedule of this Coverage Form. These amounts are the agreed values of your articles for the purpose of this insurance.

7. Exhibition

Covered Property is not covered while located on fairgrounds or on the premises of any national or international exposition unless you have specifically described such premises in the Schedule of this Coverage Form or endorsed them onto your policy at a date after this policy takes effect.

G. EXTENSION OF COVERAGE

1. After this policy takes effect, we will consider additional items which you acquire during the term of this policy as Covered Property if the following conditions are met:

- a. The items must be similar in nature to those in the Schedule in this form.
- b. The items must be your property or the property of others in your care, custody, or control.
- c. You must report such items within ninety (90) days from the date acquired and pay a premium on them at pro rata of the policy rate from that date.

2. Under this extension we will not pay more than the actual cash value of the Covered Property. The most we will pay under this extension is 25% of the total Limit of Insurance shown on the Schedule in this form or \$25,000, whichever is less.

H. DEFINITIONS

"Loss" means accidental loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINE ARTS BREAKAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

FINE ARTS FLOATER COVERAGE FORM (8-E-1461)

It is agreed that:

Section C. Exclusions, Part 2.e. is deleted and replaced by the following:

- e. Marring or scratching of art glass windows; marbles or statuary; glassware; bric-a-brac or porcelains; and other similar fragile articles unless caused by:
 - (1) Fire or lightning;
 - (2) explosion;
 - (3) windstorm, cyclone or tornado;
 - (4) earthquake or flood;
 - (5) theft or attempted theft;
 - (6) aircraft;
 - (7) collision, derailment or overturn of conveyance; and
 - (8) malicious damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINE ARTS VALUATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

FINE ARTS FLOATER COVERAGE FORM
COMMERCIAL INLAND MARINE CONDITION

The following is added and supersedes any provision to the contrary.

Valuation

We shall not be liable, with respect to fine arts described in the Schedule of the Fine Arts Floater Coverage Form, for more than the market value at time of loss or damage of such fine arts, and in no event for more than the Amount of Insurance stated in the Schedule of such coverage form.

Effective Date:**
 (12:01 A.M. Standard Time)

**Not required if included at policy inception.

HEAD OF THE CLASS UNI-FLEX ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

This endorsement must be used with endorsements 8-E-2679-1 and 8-E-2679-3.

If there is other valid and collectible insurance available to you in other coverage purchased under this policy for any loss, damage or "loss" we also cover under this endorsement, the insurance provided under this endorsement is primary.

The enhancement for **Fine Arts** does not apply with respect to any item for which specific coverage is provided by any policy other than the Commercial Package Policy to which this endorsement is attached.

- I. In the event of an occurrence which results in loss, damage or "loss" for which this policy includes coverage under a Coverage Enhancement and an additional separately purchased limit for the same coverage with a deductible, we will pay for loss, damage, or "loss" based on the method below which results in the higher total payment to you:
 1. We will apply each deductible to the loss, damage or "loss" for the coverage to which it applies; or
 2. We will add the amount of loss, damage or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
- II. The following is a summary of the additional coverages, including limits of insurance, provided by this endorsement. For complete details on specific coverages, consult the applicable forms. The Deductible amount stated in the Schedule below replaces the Deductible amount shown in the Declarations as respects such enhancement. Any Coinsurance Additional Condition does not apply to those enhancements for which Nil is shown under Coinsurance in the Schedule below.

SCHEDULE

Premium:

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

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
1.	Valuable Papers and Records	\$100,000 Per Building	Nil	\$500	Per Coverage Forms	CM 00 67 and CM 00 01
2.	Signs	\$30,000 Per Location	Nil	\$500	Per Coverage Forms	CM 00 28 and CM 00 01

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
3.	Accounts Receivable	\$50,000 Per Location	Nil	Nil	Per Coverage Forms	CM 00 66 and CM 00 01
4.	Fine Arts	\$15,000 Total Limit. \$2,500 Limit Any One Item	Nil	\$500	Per Coverage Forms	8-E-1461, 8-E-1462, 8-E-1921 and CM 00 01
5.	Musical Instruments and related equipment and accessories	\$500,000 Per Occurrence	Nil	\$500	Per Coverage Forms	CM 00 20 and CM 00 01
6.	Cameras, Projection Machines, Films and related Equipment and Accessories	\$50,000 Per Occurrence	Nil	\$500	Per Coverage Forms	CM 00 20 and CM 00 01
7.	Miscellaneous School Equipment not Scheduled elsewhere under the Commercial Inland Marine Coverage Part	\$500,000 Per Occurrence	Nil	\$500	Per Coverage Forms	8-E-1286 and CM 00 01
8.	Leased Property	\$100,000 Per Occurrence	Nil	\$500	Per Coverage Forms	8-E-1286 and CM 00 01
9.	Class A Property	\$10,000 Per Location	Nil	\$500	Per Coverage Forms	8-E-1143 and CM 00 01
	Class C Property	\$10,000 Per Location	Nil	\$500	Per Coverage Forms	8-E-1143 and CM 00 01

COVERAGE ENHANCEMENTS

III. The following changes apply to the **Signs Coverage Form**:

Enhancement No. 2

- A. The **Additional Condition Coinsurance** does not apply to the \$30,000 limit of Signs Coverage provided by this endorsement. If there is other Signs Coverage available to you, the portion of any loss, damage or "loss" which exceeds this endorsement's \$30,000 Signs Coverage limit will be settled in accordance with the terms of that coverage.
- B. Only with respect to this Signs Coverage enhancement, or any additional Signs Coverage purchased in conjunction with it, the **General Condition Valuation** of the Commercial Inland Marine Conditions is replaced by the following:

VALUATION

The value of property will be the lesser of the following amounts:

1. The cost of reasonably restoring that property to its condition immediately before the loss, damage or "loss"; or
2. The cost of replacing that property with substantially identical property.

In the event of loss, damage or "loss," the value of property will be determined as of the time of loss, damage or "loss."

IV. The following change applies to the **Accounts Receivable Coverage Form**:

Enhancement No. 3

The **Additional Condition Coinsurance** does not apply to the \$50,000 limit of Accounts Receivable Coverage provided by this endorsement. If there is other Accounts Receivable Coverage available to you, the portion of any loss, damage or "loss" which exceeds this endorsement's \$50,000 Accounts Receivable limit will be settled in accordance with the terms of that coverage.

V. The following change applies to the **Fine Arts Floater Coverage Form**:

Enhancement No. 4

The following is added to the **Additional Condition Valuation** in the Fine Arts Floater Coverage Form and the **General Condition Valuation** in the Commercial Inland Marine Conditions:

For any fine arts that are not specifically described, we shall not be liable for more than the market value of such fine arts at the time of loss, damage or "loss" subject to any maximum amount per item or other applicable limit of insurance.

VI. The following changes apply to the **Commercial Articles Coverage Form**:

Enhancement No. 5

The **Additional Condition Coinsurance** does not apply to the \$500,000 limit of coverage for musical instruments and related equipment and accessories provided by this endorsement. If there is other coverage for musical instruments and related equipment and accessories available to you, the portion of any loss, damage or "loss" which exceeds this endorsement's \$500,000 limit will be settled in accordance with the terms of that coverage.

Enhancement No. 6

The **Additional Condition Coinsurance** does not apply to the \$50,000 limit of coverage for cameras, projection machines, films, and related equipment and accessories provided by this endorsement. If there is other coverage for cameras, projection machines, films, and related equipment and accessories available to you, the portion of any loss, damage or "loss" which exceeds this endorsement's \$50,000 limit will be settled in accordance with the terms of that coverage.

VII. The following applies to the **Miscellaneous Property Floater Coverage Form**:

Enhancement No. 7

Miscellaneous school equipment is limited to only the following types of Covered Property: ground maintenance equipment, miscellaneous athletic equipment, mobile radio systems, Automatic External Defibrillators, band uniforms and athletic uniforms.

The **Additional Condition Coinsurance** does not apply to the \$500,000 limit of coverage for miscellaneous school property provided by this endorsement. If there is other coverage for miscellaneous school property available to you, the portion of any loss, damage or "loss" which exceeds this endorsement's \$500,000 limit will be settled in accordance with the terms of that coverage.

Enhancement No. 8

With respect to the insurance provided by this enhancement, Covered Property is revised to mean leased property of others in your care, custody or control.

Section A. - Description shall show "Leased Property" under the Description of Property and a \$100,000 Limit of Insurance.

The **Additional Condition Coinsurance** does not apply to the \$100,000 limit of coverage for leased property provided by this endorsement. If there is other coverage for leased property available to you, the portion of any loss, damage or "loss" which exceeds this endorsement's \$100,000 limit will be settled in accordance with the terms of that coverage.

VIII. The following applies to the Radio and Television Tower and Equipment Coverage Form:

Enhancement No. 9

With respect to the insurance provided by this enhancement, under item 3 of the Schedule in 8-E-1143, Location shall include all locations described in the Declarations of the Commercial Property Coverage Part. As used in Item 3 of the Schedule of 8-E-1143, **Class A Property** means radio or television transmission towers, including foundations, supports, antennae and other permanent equipment, that may be attached to such equipment at the locations described in the Declarations of the Commercial Property Coverage Part. **Class C Property** means transmission, receiving and recording radio and television equipment permanently situated at the locations described in the Declarations of the Commercial Property Coverage Part.

RADIO AND TELEVISION TOWER AND EQUIPMENT COVERAGE FORM

Various provisions in this form restrict coverage. Read the entire form carefully to determine rights, duties and what is and is not covered.

Throughout this form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G—DEFINITIONS.

A. SCHEDULE

The following schedule outlines the type of property considered as covered property under Section B-Coverage.

- 1. **Class A Property:** Radio or television transmission towers, including foundations, supports, antennae and other permanent equipment, that may be attached to such equipment at the location(s) specified below:

Description	Location	Limit of Insurance
-------------	----------	--------------------

- 2. **Class B Property:** Transmission and receiving lines and poles, including the number of poles and feet of transmission or receiving lines:

Description	Location	Limit of Insurance
-------------	----------	--------------------

- 3. **Class C Property:** Transmitting, receiving and recording radio or television equipment permanently situated at the locations described below:

Description	Location	Limit of Insurance
SEE UNIFLEX		

- 4. **Class D Property:** Transmitting, receiving and recording radio or television equipment located at premises which are not owned, leased, rented or controlled by you in the conduct of your business:

Limit of Insurance: \$

- 5. **Class E Property:** Property contained in (a) "Mobile Unit(s)" operated by you for radio or television transmission purposes and garaged at the location(s) specified below:

Description	Location	Limit of Insurance
-------------	----------	--------------------

- 6. **Class F Property:** Transmitting buildings permanently situated at the location(s) specified below:

Description	Location	Limit of Insurance
-------------	----------	--------------------

DEDUCTIBLE:

B. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss unless an Exclusion applies.

1. Covered Property, as used in this Coverage Form, means:

- a. Property specified in the Schedule of this Form, which is property you own or property which is in your care, custody, or control for which you are liable.
- b. Class of Property, as used in this Coverage Form, means:

Property identified by Symbols A through F in the Schedule of this Form.

2. Property Not Covered

Covered Property does not include:

- a. Furniture, furnishings and supplies held in storage, unless specifically scheduled in this Coverage Form under Section A — Schedule.
- b. Contraband, or property in the course of illegal transportation or trade.
- c. Automobiles, trucks, tractors, trailers or similar conveyance licensed for highway use. This exclusion does not apply to vehicles licensed: under the Special Purposes Commercial Registration as required in Article #1, Section #125 of the New York Vehicle and Traffic Laws Definition of Motor Vehicles; or, under any other similar laws in effect in other states.

This Exclusion does not apply to vehicles operated as "Mobile Unit(s)" and specified in the Schedule of this Form.

- d. Light bulbs, unless such "loss" coincides with other loss or damage covered by this Coverage Form.
- e. Watercraft and aircraft; plans, blueprints, designs or specifications; or, underground property or property while located underground; except as defined by Class of Property.
- f. Insured property while waterborne except while on a regular ferry line or unless otherwise endorsed on.

However, loss to such property caused by fire would be covered.

3. Covered Causes of Loss

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

4. Additional Coverage — Collapse

We will pay for direct "loss" to Classes of Property A through E caused by or resulting

from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

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

With respect to Class F Property, we will pay for direct "loss" caused by and directly resulting from collapse of the tower(s) or any part thereof or attachments thereto, but only if such collapse is caused by a peril other than:

- (1) Fire, lightning;
- (2) Windstorm or hail;
- (3) Aircraft or vehicle collision;
- (4) Explosion;
- (5) Smoke;
- (6) Vandalism or malicious mischief; and
- (7) Any other peril which is specifically excluded by this Coverage Form.

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

C. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or

- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.
- c. War and Military Action**
- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for a "loss" caused by or resulting from any of the following:
- a. Delay, loss of market, or loss of use.
 - b. Bankruptcy, foreclosure or similar proceedings.
 - c. Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.
But this exclusion does not apply to a carrier for hire.
 - d. Artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Form.
But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.
This exclusion only applies to "loss" to that article in which the disturbance occurs.
 - e. Mechanical breakdown or failure. But we will pay for direct "loss" caused by resulting fire or explosion if these causes of "loss" would be covered under this Coverage Form.
 - f. Work or repairs being performed to Covered Property.
 - g. Breakage of tubes, glassware, porcelains and similar fragile articles, except cameras and photographic lenses, unless caused by the collapse of a tower(s), or any material part thereof.
But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

- h. Tuning or retuning of the towers (Class A Property) that is specified in the Schedule of this Coverage Form.
3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
of part or all of any property wherever located.
 - d. Collapse except as provided in the Additional Coverage — Collapse section of this Coverage Form.
 - e. Gradual deterioration; hidden or latent defect; any quality in the property that causes it to damage or destroy itself; insects, vermin or rodents; corrosion; rust; dampness; cold or heat.

D. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Schedule in this Form.

E. DEDUCTIBLE

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

F. ADDITIONAL CONDITIONS

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

1. Coverage Territory

We cover property wherever located within or between:

- a. The United States of America;

- b. Puerto Rico; and
- c. Canada.

2. Condition of Property

All Covered Property must be in sound condition at the time it becomes insured.

3. Scheduled Property

Each item which is scheduled in this form is considered to be separately insured.

4. Waiver of Subrogation

You may not agree to release or impair any of your rights against any party to recover the full amount of any "loss" covered under this policy. This cannot be done either before or after the "loss."

However, this restriction will not apply to an agreement you make in your contract(s) to perform work.

5. Conditions Voiding Insurance

The insurance provided by this Coverage Form shall terminate in the event you:

a. Terminate, lapse or cancel any license, lease or permit required to operate radio or television equipment;

b. Are suspended from using Covered Property occasioned by any ordinance of law, or by order of a governmental authority, including but not limited to:

- (1) Any injunction or process of court; or
- (2) Any suspension or probationary period set in writing by a federal official.

This condition shall not apply if the suspension of use was caused by damage to your property from a cause of "loss" covered by this Coverage Form during the Policy Period.

G. DEFINITIONS

"Loss" means accidental loss or damage.

"Mobile unit(s)" means an automobile which has been specially equipped with radio or television equipment and is designed to be licensed for over the road use and transmits or broadcasts radio or television signals.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACEMENT COST VALUATION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

The Valuation Condition is replaced with the following:

Replacement Cost Valuation

1. The value of the property will be based on replacement cost, at the time of "loss," without deduction for depreciation.
2. Replacement cost is limited to the least of the following:
 - a. The limit of insurance applicable to the lost or damaged property;
 - b. The cost of repair or replacement with similar materials used for the same purpose; or
 - c. The amount you spend to repair or replace the damaged or destroyed property.
3. Replacement cost valuation does not apply:
 - a. Until the damaged or destroyed property is repaired or replaced; and
 - b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. You may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if you notify us of your intent within 180 days after the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL ARTICLES BLANKET COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL ARTICLES COVERAGE FORM

ADDITIONAL CONDITION E.3., ADDITIONAL ACQUIRED PROPERTY, does not apply to any type of property which is covered but not individually listed and described.

POLICYHOLDERS NOTICE - EDUCATIONAL INSTITUTION PROGRAM CHANGES

THIS POLICYHOLDERS NOTICE PROVIDES A SUMMARY OF RECENT COVERAGE CHANGES THAT APPLY TO YOUR POLICY. THIS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. FOR COMPLETE INFORMATION ON YOUR COVERAGES, READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

THIS NOTICE HIGHLIGHTS THE SIGNIFICANT CHANGES IN COVERAGE BUT DOES NOT REFERENCE EVERY EDITORIAL CHANGE MADE IN THE FORM AND NOT ALL COVERAGE FORMS MAY BE INCLUDED IN YOUR POLICY.

PLEASE READ THIS NOTICE CAREFULLY.

Change to the School District And Educators Legal Liability Coverage Form

Coverage Reduction

- An endorsement has been added to your policy that excludes coverage for any claim arising out of or resulting from the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured.

Change to the Educational Institution Coverage Endorsement

Clarification of Coverage

- The Aircraft, Auto Or Watercraft exclusion in the Educational Institution Coverage Endorsement was revised to clarify the intent of this exclusion to apply even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured.

Change to the Head of the Class Uni-Flex Endorsement

Coverage Reduction

- Under the Commercial Inland Marine portion of the Head of the Class Uni-Flex endorsement (8-E-2679-2), coverage for Miscellaneous School Equipment was limited to the following types of Covered Property: ground maintenance equipment, miscellaneous athletic equipment, mobile radio systems, Automatic External Defibrillators, and band and athletic uniforms. Prior to this change, Miscellaneous School Equipment included, but was not limited to, ground maintenance equipment, miscellaneous athletic equipment, mobile radio systems, and band and athletic uniforms.

Please consult with your agent or broker if you have any questions.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

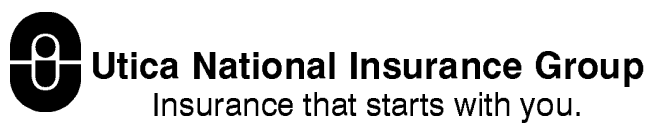
PREMIUM PAYMENT SCHEDULE

POLICY NUMBER:	CPP 1400622	U0401
INSURED:	VOORHEESVILLE CENTRAL SCHOOL D	TEN EYCK GROUP
POLICY EFFECTIVE:	07/01/21	1924 WESTERN AVENUE
		ALBANY NY 12203

DATE PAYABLE	PREVIOUS PAYMENT SCHEDULE	PAYMENT CHANGE	SURCHARGE AMOUNT	PREMIUM AMOUNT	AMOUNTS TO PAY
07/01/21				\$ 21,055.00	\$ 21,055.00
10/01/21				21,054.00	21,054.00
01/01/22				21,054.00	21,054.00
04/01/22				21,054.00	21,054.00
TOTALS				\$ 84,217.00	\$ 84,217.00

THIS SCHEDULE WAS PRODUCED 06/11/21, AS THE RESULT OF A RENEWAL .





Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413