HIDDOAK-01 JSADNICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jana Sadnick	
Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175 Waukesha, WI 53186	PHONE (A/C, No, Ext): (414) 273-4503 1503	FAX (A/C, No): (877) 700-0139
	E-MAIL ADDRESS: jsadnick@robertsonryan.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hidden Oaks of Greenfield Condominium Association Inc C/O Ogden & Co P O Box 510800 Milwaukee, WI 53202	INSURER A : FIDELITY & GUARANTY LIFE INSURANCE COMPANY	63274
	INSURER B : CNA Casualty of California	20435
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			BIP2W14693A	12/1/2025	12/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Property			BIP2W14693A	12/1/2025	12/1/2026	Blanket Buildings	16,369,490
B	Crime			618938620	12/1/2024	12/1/2025	Fidelity	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Building limit is 100% replacement cost
31 units
$10,000 deductible
2% wind deductible
Special Form including wind and hail
All IN - Does not include Improvement & betterments by unit owner
Property Manager and Non Compensated Employees are covered under crime.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Hidden Oaks Of Greenfield Condominium Association
C/o Ogden & Company
1665 N Water St
Milwaukee, WI 53202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bryan P. Malony

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AGENCY CUSTOMER ID: HIDDOAK-01 JSADNICK

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Robertson Ryan - Waukesha		Hidden Oaks of Greenfield Condominium Association Inc C/O Ogden & Co P O Box 510800 Milwaukee, WI 53202
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Building Ordinance or Law is included
Severability of Interest is included
Waiver of subrogation is included
10 day notice of cancellation
Equipment Breakdown included

Coverages pertain to following locations:
5102 S. Hidden Drive Greenfield WI 53221
5104 S Hidden Drive Greenfield WI 53221
5108 S. Hidden Drive Greenfield WI 53221
5110 S. Hidden Drive Greenfield WI 53221
5120 S Hidden Dr Greenfield WI 53221
5122 S. Hidden Drive Greenfield WI 53221
5126 S. Hidden Drive Greenfield WI 53221
5128 S. Hidden Drive Greenfield WI 53221
5150 S Hidden Dr Greenfield WI 53221
5152 S. Hidden Drive Greenfield WI 53221
5158 S. Hidden Drive Greenfield WI 53221
5160 S Hidden Dr Greenfield WI 53221
5170 S Hidden Dr Greenfield WI 53221
5172 S Hidden Dr Greenfield WI 53221
5176 S Hidden Dr Greenfield WI 53221
5178 S. Hidden Drive Greenfield WI 53221
5201 S Tuckaway Blvd Greenfield WI 53221
5202 S Hidden Dr Greenfield WI 53221
5203 S Tuckaway Blvd Greenfield WI 53221
5204 S. Hidden Drive Greenfield WI 53221
5205 S. Tuckaway Blvd. Greenfield WI 53221
5207 S. Tuckaway Blvd. Greenfield WI 53221
5208 S. Hidden Drive Greenfield WI 53221
5209 S Tuckaway Blvd Greenfield WI 53221
5210 S. Hidden Drive Greenfield WI 53221
5211 S Tuckaway Blvd Greenfield WI 53221
5220 S. Hidden Drive Greenfield WI 53221
5222 S. Hidden Drive Greenfield WI 53221
5224 S. Hidden Drive Greenfield WI 53221
5226 S. Hidden Drive Greenfield WI 53221
5228 S. Hidden Drive Greenfield WI 53221

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IMPORTANT INFORMATION

NOTICE - OFFER OF TERRORISM COVERAGE; DISCLOSURE OF PREMIUM

THIS NOTICE DOES NOT FORM A PART OF THE POLICY, GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

As used herein, 1) “we” means the insurer listed on the Declarations or the Certificate of Insurance, as applicable; and 2) “you” means the first person or entity named on the Declarations or the Certificate of Insurance, as applicable.

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Notice is designed to alert you to coverage restrictions and to certain terrorism provisions in the policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

CHANGE IN THE DEFINITION OF A CERTIFIED ACT OF TERRORISM

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States. However, the 2007 reauthorization of the Act removed the requirement that the act of terrorism must be committed by or on behalf of a foreign interest, and now certified acts of terrorism may encompass, for example, a terrorist act committed against the United States government by a United States citizen, when the act is determined by the federal government to be "a certified act of terrorism."

In accordance with the Act, we are required to offer you the ability to purchase coverage for losses resulting from an act of terrorism that is certified under the federal program. The other provisions of this policy, including nuclear, war or military action exclusions, will still apply to such an act.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The Department of the Treasury will pay a share of terrorism losses insured under the federal program. Beginning in 2020, the federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

LIMITATION ON 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 (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

Further, this coverage is subject to a limit on our liability pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Act exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion. 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.

CONFIRMATION OF ACCEPTANCE OF COVERAGE

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In accordance with the Act, we offered you coverage for losses resulting from an act of terrorism that is certified under the federal program. This notice confirms that you have chosen to accept our offer of coverage for certified acts of terrorism. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium charge for terrorism coverage, if any, is shown separately on the Declarations or the Certificate of Insurance, as applicable.

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COMMUNITY ASSOCIATION POLICY
DECLARATIONS

NOTICE:

THE LIABILITY COVERAGE PARTS PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

NAMED INSURED AND ADDRESS	NAMED ENTITY AND PHYSICAL ADDRESS
Item 1. Hidden Oaks of Greenfield c/o Ogden & Co. 1665 North Water Street MILWAUKEE, WI 53202	5102 S Hidden Dr GREENFIELD, WI 53221
POLICY NUMBER	**INSURER**
618938620	Continental Casualty Company CNA Center, 151 North Franklin Street Chicago, IL 60606
Policy Premium: **Association Liability: $1,306.00** **Crime: $303.00** **Total Premium: $1,609.00** **Surcharge/Tax/Assessment: $0.00** **Total Amount Due: $1,609.00**	

Item 2. **Policy period:** 12/01/2025 to 12/01/2026 *12:01 a.m. local time per address Item 1.*

Item 3. Notices:

Claims or Circumstance:
CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Email: nfpnewloss@cna.com
Fax Number: 866-773-7504

All other notices:

Ian H. Graham Insurance
P.O. Box 19640
Irvine, CA 92623

Item 4. **Extended reporting period**

a. Period: One Year Premium: 100% of Policy Premium
b. Period: Two Year Premium: 175% of Policy Premium
c. Period: Three Year Premium: 225% of Policy Premium

Item 5. **Liability coverage parts:** Association Liability Coverage Part
Non-liability coverage parts: Commercial Crime Coverage Part

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Item 6. COVERAGE PARTS – Limits of Liability Retentions and Sublimits

Association Liability Coverage Part

Maximum Aggregate Limit of Liability:	$1,000,000
Retention:	per **claim**: $1,000
Pending or Prior Litigation Date:	12/01/2020
Wage and Hour Defense Costs Sublimit of Liability (part of Aggregate Limit of Liability):	$100,000
Immigration Claims Defense Costs of Sublimit of Liability (part of Aggregate Limit of Liability):	$100,000
Additional Defense Costs Aggregate Limit of Liability:	Defense Costs Outside the Limit of Liability

Commercial Crime Coverage Part

	Limit of Liability	Retention
A. Fidelity Coverage		
1. Employee Theft	$50,000	$250
2. Client	$25,000	$250
3. ERISA Plan	$50,000	$0
B. Forgery or Alteration Coverage	$50,000	$250
C. Inside and Outside Premises Coverage		
1. Money or Securities	$50,000	$0
2. Property	$50,000	$0
3. Damage	$50,000	$0
D. Transfer Coverage		
1. Computer	$50,000	$250
2. Funds	$50,000	$250
3. Social Engineering Fraud	$50,000	$250
E. Counterfeit Coverage	$250,000	$0

Commercial Crime Coverage Part Coverage Extensions	Sublimit of Liability	
1 Proof of Loss Costs Sublimit	$5,000	
2 Computer Restoration Costs Sublimit	$25,000	
3 Record Recovery Costs Sublimit	$25,000	

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Item 7. ENDORSEMENTS:

CNA-81758-XX (1/21)	Notice - Offer of Terrorism Coverage Disclosure of Premium
CNA-103300-XX (10/22)	Community Association Policy General Terms and Conditions
CNA-103302-XX (10/22)	Community Association Policy Association Liability Coverage Part
CNA-103304-XX (10/22)	Privacy Event Expense Endorsement
CNA-103305-XX (10/22)	Network Security and Privacy Regulation Proceeding Endorsement
CNA-103420-XX (10/22)	Defense Costs Outside the Limits Endorsement
CNA-103432-XX (10/22)	Public Relations Event Expenses Endorsement
CNA-81751-XX (3/15)	Cap on Losses from Certified Acts of Terrorism Endorsement
CNA-103435-XX (10/22)	Workplace Violence Act Expenses Sublimited Coverage Endorsement
CNA-103440-XX (10/22)	Sublimited Breach of Contract Defense Costs Endorsement
CNA-103303-XX (10/22)	Community Association Policy Commercial Crime Coverage Part
CNA-103441-XX (10/22)	Telephone Toll Fraud Endorsement
CNA-88892-WI (6/17)	Conditional Renewal Endorsement - Wisconsin

These Declarations, along with the completed and signed **application**, the policy, and any written endorsements attached shall constitute the contract between the **insureds** and the Insurer.

Authorized Representative:

Date: 09/18/2025

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COMMUNITY ASSOCIATION POLICY
GENERAL TERMS AND CONDITIONS

In consideration of the premium, and in reliance upon the **application**, we agree to provide you with the following coverage subject to the terms and conditions of this policy:

I. PREFACE

A Coverage Part is included within this policy and affords coverage only if the Coverage Part is purchased as indicated by a corresponding limit of liability in the Declarations.

The terms and conditions in each Coverage Part apply only to such Coverage Part and will not apply to any other Coverage Part.

If any provision in the General Terms and Conditions is inconsistent with the terms and conditions of any applicable Coverage Part, the terms and conditions of such Coverage Part will control.

Bolded terms in the policy will have the special meaning set forth in the definitions. The terms “we”, “us”, and “our” mean the Insurer named on the Declarations; the terms “you”, “your”, and “yours” mean any **insured**.

II. SUPPLEMENTARY BENEFITS

A. Mediation Retention Reduction

If, prior to, or within sixty (60) days of the service of suit or the institution of arbitration proceedings, we and the **named insured** agree to use a non-binding alternative dispute resolution process to resolve any **claim** reported to us, and such **claim** is entirely resolved through such process, then we will reduce the Retention applicable to such **claim** by the lesser amount of fifty percent (50%) of such Retention or ten thousand ($10,000) dollars.

B. Proceeding Expenses Reimbursement

If we request an **insured person’s** presence at a trial, hearing, deposition, mediation, or arbitration, we will pay up to $250.00 per day, per **insured person** for reimbursement of costs and expenses incurred in connection with such presence, subject to a maximum of $2,500 per **claim**, per **policy period**. Such payment will be in addition to the applicable limit of liability and no Retention will apply.

C. Pre-Claim Expenses

In the event a **noticed matter** later gives rise to a covered **claim**, then we will credit the **pre-claim expenses** that you have paid up to ten percent (10%) of the applicable Retention for such **claim**.

III. DEFINITIONS

Any defined word not defined in the General Terms and Conditions will have the meaning assigned to it in the applicable Coverage Part.

Application means any signed application, including its warranty and attachments together with any other materials and representations provided to us in connection with the underwriting and negotiating of the terms and conditions of this policy or any other policy of which this policy is an indirect or direct renewal.

Bodily injury means any actual or alleged bodily injury, sickness, disease, death, emotional distress or mental anguish of any natural person.

Change of control means when: (i) the **named insured** merges into another entity and is no longer the surviving entity; (ii) another person(s) or entity(ies) acquires such an ownership interest in the **named insured** to exercise **management control**; or (iii) the **named insured** emerges from bankruptcy.

Clean-up costs mean any fees, costs, or expenses, including legal and professional fees, incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying, or assessing the effects of **pollutants**.

Extended reporting period means the additional period of reporting time purchased by an **insured** after termination, cancellation, or non-renewal of this policy within which to report a **claim** subject to the provisions of Section V, Extended Reporting Period for Liability Coverage Parts Only.

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Financial insolvency means: (i) the appointment by a federal, state or local agency or court of a receiver, conservator, liquidator, trustee, rehabilitator, or similar official, to take control of, supervise, manage, or liquidate an **insured entity** or **outside entity**; (ii) an **insured entity** becoming a debtor in possession under United States bankruptcy law or any equivalent foreign bankruptcy law; or (iii) when an **insured entity** can establish affirmatively it is unable at the present time, or in the future, to pay its debts in the ordinary course of business.

Independent contractor means any natural person working for an **insured entity** in the ordinary course of such **insured entity's** business, and in the capacity of an independent contractor, pursuant to a written agreement for services between such **insured entity** and either (i) such natural person; or (ii) any other entity acting on behalf of such natural person.

Insured entity means the **named insured** or any **subsidiary**, including any such entity as a debtor in possession under United States bankruptcy law.

Insured person will have the meaning designated in the respective Coverage Part.

With respect to any **liability coverage part**, **insured person** will also include: (i) assigns, estates, heirs, legal representatives, or assigns of any **insured person** in their capacity as such, provided such **insured person** is deceased or legally incompetent; or (ii) a spouse or domestic partner of an **insured person** in their capacity as such, or due to legal ownership of property identified as potential recovery relief. There will be no coverage afforded under this policy for any act, error or omission of an estate, heir, legal representative, assign, spouse or domestic partner.

Liability coverage part means those Coverage Parts set forth in Item 5 of the Declarations.

Management control means:

(i) owning or controlling more than fifty-percent (50%) of the outstanding securities, shares or equity ownership representing the right to control an entity as evidenced by the present power to elect, designate or appoint the majority of the board of directors, management committee members or management board members; or

(ii) having the present right, pursuant to written contract or an organizational document, to elect, designate or appoint the majority of the board of directors, management committee members or management board members of an entity.

Named insured means the entity set forth in Item 1 of the Declarations.

Non-liability coverage part means those Coverage Parts set forth in Item 5 of the Declarations.

Noticed matter means any written notice of circumstance which we have accepted under a **liability coverage part**.

Policy period means the time period from the inception date to the expiration date of this policy set forth in Item 2 of the Declarations, or any such earlier termination or cancellation date. **Policy period** will also include the **extended reporting period**, if purchased.

Pollution means any actual, or threat of, discharge, emission, release, dispersal, escape of, or treatment, removal or disposal of any **pollutants**. **Pollution** also includes any regulation, order, direction, or request to test, monitor, clean up, remove contain, treat or detoxify or neutralize any **pollutants**.

Pre-claim expenses mean the reasonable and necessary fees, costs, and expenses incurred by an **insured** in responding to or defending a **noticed matter**, on or after the date we accepted the notice of circumstances and prior to the date the **noticed matter** became a **claim**. **Pre-claim expenses** will not include **overhead expenses** or any fees, costs, or expenses incurred by an i**nsured** as a result of any **routine examination**. We have the right to determine the reasonableness, necessity, and allocation of the **pre-claim expenses** (including the right to apply any applicable **claim** exclusions to the **pre-claim expenses**).

Property damage means any actual or alleged: (i) damage to, or destruction or deterioration of, any tangible property; (ii) loss of use, loss of view, or diminution of value to, any tangible property; or (iii) failure to supervise, repair or maintain any tangible property.

Related claims mean all **claims** that are based upon, arising from, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, or **wrongful acts**.

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Responsible person means the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, the General Counsel, the Risk Manager or such functionally equivalent positions of the **named insured**.

Routine examination means any routine examination, routine inspection, sweep examination, general requests for information, or any other similar reviews, inquiries, or investigations.

Subsidiary means any not-for-profit: (i) entity while under the **management control** of an **insured entity**; or (ii) charitable trust, political action committee or foundation while such entity is controlled by the **named insured**.

IV. LIMIT OF LIABILITY, SUBLIMITS AND RETENTIONS

The maximum aggregate amount we will pay for all **loss** regardless of the number of **claims**, **insureds**, losses, parties or requests for coverage under each respective Coverage Part is set forth in Item 6 of the Declarations.

Subject to any additional limits of liability for **defense costs** set forth in a Coverage Part, **defense costs** are part of and not in addition to the limit of liability set forth in Item 6 of the Declarations. Our payment of any **defense costs** will erode and may exhaust the applicable limit of liability. Unless indicated otherwise in a Coverage Part, **defense costs** or any sublimited coverage will be part of, and not in addition to, the aggregate limit of liability of such Coverage Part.

Item 6 of the Declarations sets forth any applicable Retention. Any Retention will be uninsured and the responsibility of the **named insured** to pay regardless of the nature or form of the **claim**. We will be liable to pay only that amount of **loss** in excess of any applicable Retention. If there are two Retentions that apply to the same **claim**, we will only apply the higher Retention.

All premiums, limits, Retentions, **loss** and other amounts under this policy are expressed and payable in United States of America currency unless the parties agree in writing otherwise.

V. EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGE PARTS ONLY

If this policy is terminated, cancelled or non-renewed for any reason other than non-payment of premium or a **change of control**:

(i) you have the right to elect an **extended reporting period** for **liability coverage parts** for the additional period(s) and additional premium set forth in Item 4 of the Declarations.
You must notify us in writing of this election within sixty (60) days after the non-renewal, cancellation, or termination. If you do not elect within this time frame, you will have waived your right to purchase the **extended reporting period**;

(ii) solely with respect to an **executive** who is a past director or officer at the time of such cancellation or non-renewal, an automatic **extended reporting period** for **liability coverage parts** will apply at no additional charge for an unlimited period; provided such automatic **extended reporting period** will not apply:
   (a) to any **claim** arising out of an **employment wrongful act** made against such **executive** if such **executive** was not a director or officer at the time of such **employment wrongful act**; or
   (b) if any other policy of insurance which is a renewal, replacement or extension (including run-off) of this Policy, covering such **executive** is in effect at the time the **claim** is made, whether or not such policy affords coverage for such **claim**.

A purchased or automatic **extended reporting period** will extend to selected Coverage Parts coverage for a period of time but only to **claims** that are:
(i) first made during the **extended reporting period**;
(ii) reported to us according to this policy's notice and reporting requirements; and
(iii) for **wrongful acts** that occurred prior to the date of such termination, cancellation or non-renewal.

Any premium for an **extended reporting period** will be deemed fully earned at the beginning of the **extended reporting period**. There will be no additional limit of liability for any **extended reporting period**.

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VI. NOTICE AND REPORTING

A. Reporting a Claim in any **Liability Coverage Part**

As a condition precedent to our policy obligations, you must provide written notice of a **claim** as soon as reasonably practicable after a **responsible person** first becomes aware of such **claim** but no later than:
(i) sixty (60) days after the **policy period** expires or terminates, if there is no extended reporting period; or
(ii) the expiration date of the purchased **extended reporting period**.

B. Reporting a Notice of Circumstances in any **Liability Coverage Part**

(i) If during the **policy period** (excluding any **extended reporting period**) you first become aware of circumstances that may give rise to a **claim**, you may elect to submit a written notice of circumstance to us. Such written notice must contain a description of the circumstances, the nature of the **wrongful act**, persons involved and the nature of the relief sought.

(ii) Any subsequent **claim** that is based upon or arises out of a **noticed matter** will be deemed to have first been made in the **policy period** in which we accepted the notice of circumstances.

C. **Non-liability coverage parts** will have their own reporting provisions.

D. Except with respect to any applicable **pre-claim expenses** described in Section II Supplementary Benefits paragraph C we will not provide coverage for fees, costs, or expenses incurred prior to the time a **claim** is noticed, even if such fees, costs, or expenses benefit the defense of a covered **claim**.

E. Notice Mailing

Written notices of a **claim** or circumstance should be directed to us at the mailing address or email address indicated in Item 3 of the Declarations. A notice on one Coverage Part will be deemed notice to all Coverage Parts. All other notices should be sent to the address(es) or emails set forth in Item 3 of the Declarations.

We will send all correspondence to you at the address set forth in Item 1 of the Declarations.

We will consider the effective date of notice to be the date of mailing with sufficient proof of mailing.

VII. RELATED CLAIMS

All **related claims** will be treated as one **claim** first made on the date the first of such **related claims** was first made or deemed made according to the provisions of the applicable Coverage Part of this policy.

VIII. COOPERATION AND CONSENT

You agree:
(i) to provide us full cooperation, assistance, and any information we may reasonably request when seeking coverage under this policy;
(ii) to do nothing that may increase our liabilities or prejudice our potential or actual rights of recovery or subrogation;
(iii) not to incur any **loss**, or any other costs or expenses for which you are seeking coverage under this policy, or admit any liability or assume any contractual obligation, without our prior written consent; and
(iv) not to accept or consent to any settlement, or make any offer of settlement, or stipulate to any judgment, without our prior written consent; however, our consent will not be required if you can settle the **claim**, including all **related claims** and **loss** (including **defense costs**) for an aggregate amount that does not exceed the Retention.

We will:
(a) make any settlement of any **claim** that we deem reasonable, provided such settlement is made with your written consent (such consent not be unreasonably withheld);
(b) have the right to make any reasonable investigation into any **claim** or **noticed matter** that we deem necessary or appropriate;
(c) not withhold written consent unreasonably; and
(d) not be liable for any **loss**, or any other costs or expenses for which you are seeking coverage under this policy, or admission of liability, or any contractual obligation unless we have provided prior written consent.

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IX. APPLICATION

In issuing this policy we have relied upon the truthfulness and accuracy of the statements, representations, and information in the **application**, which is incorporated into this policy. The **insureds** represent and acknowledge that the statements contained in the **application** are true, are the basis of this policy, and are deemed material to the acceptance of this risk or the hazard assumed by us under this policy.

If the **application's** statements, representations, and information contain any actual or knowing misrepresentations or omissions which materially affect our acceptance of the risk or the hazard assumed by us under this policy, then the coverage afforded by this policy will be void and of no effect but only with respect to any:

(i) **insured person** who had actual knowledge of such misrepresentations or omissions;
(ii) **insured entity** to the extent it provided indemnification, or owed indemnification to any such **insured person** in (i) above: and
(iii) **insured entity** if such **insured person** referenced in (i) signed the application.

X. CHANGE OF CONTROL

With respect to any **liability coverage part**:

In the event of a **change of control**, the premium will become fully earned as of the effective date. We will not be liable for any **wrongful act** committed, attempted, or allegedly committed or attempted by any **insured** after the effective date of a **change of control**. We will however, continue to provide coverage until the policy is otherwise cancelled, terminated, or expires, but only for **wrongful acts** by any **insureds** prior to the date of a **change of control**. The extended reporting provision in Section V will not apply to a **change of control** event.

If you notify us in writing at least sixty (60) days prior to the **change of control**, we will provide you with proposed additional terms and conditions for run-off coverage subject to an additional premium and payment by you.

Non-liability coverage parts will have specific change of control provisions applicable to such Coverage Part.

XI. SUBSIDIARY

With respect to any **liability coverage part**:

A **subsidiary** and its **insureds** acquired or created before or during the **policy period** will be afforded coverage for a **claim** arising from **wrongful acts** which occur while that **subsidiary** is under the **management control** of an **insured entity**. There will be no acquisition threshold with respect to any **subsidiary**.

If an **insured entity** ceases **management control** of a **subsidiary** during the **policy period**, coverage will continue until the policy is otherwise terminated or cancelled, but coverage will apply to such **subsidiary** and its **insureds** only for **claims** for **wrongful acts** which occurred prior to such cessation.

XII. CANCELLATION OR TERMINATION

This policy may only be cancelled or terminated by one of the following events:

(i) by us, for nonpayment of premium, in which event we will send you a written notice twenty (20) days prior to the effective date of such cancellation;
(ii) by the **named insured** for any reason if we receive written notice twenty (20) days prior to the date the policy should be cancelled; or
(iii) the expiration of the **policy period**.

Any returned premium will be computed on a pro rata basis.

XIII. SUBROGATION AND RECOUPMENT

If we pay any **loss** or other similar cost or expense under this policy, we reserve all rights to subrogation. We will not subrogate against you. You agree that we have the right to recoup any amount paid to you, or on your behalf, if such amount was not owed under this policy.

Any amounts recovered by subrogation or recoupment, less costs expended for the recovery, will be applied to the limit of liability of the applicable Coverage Part.

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XIV. GENERAL POLICY PROVISIONS

The **named insured** agrees to act on behalf of all **insureds** with respect to:

(i) providing or receiving any notice, other than on behalf of an **insured** for a covered **claim** brought by or on behalf of the **named insured** against such other **insured**;
(ii) the payment of any premiums;
(iii) receiving any applicable return premiums; and
(iv) agreeing to and acceptance of any endorsements.

This policy, including the **application**, constitutes the entire contract existing between you and us or any of our agents relating to this insurance.

The provisions of this policy cannot be waived or changed except by written endorsement issued to form a part of this policy. We will not be bound by any assignment of interest under this policy unless this assignment is specifically endorsed to the policy.

XV. REFERENCE TO LAW

Any reference to United States law will also include United States federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent foreign law.

XVI. FINANCIAL INSOLVENCY

Financial insolvency will not impact our obligations, rights or defenses under this policy. We will not object to your efforts to obtain relief or stay from any injunction issued as a result of **financial insolvency**.

XVII. ACTION AGAINST THE COMPANY

No action may be taken against us unless, as a condition precedent, there has been full compliance with all the terms and conditions of this policy. Further, no person or entity will have any right under this policy to join us as a party to any action against any **insured** to determine such **insured's** liability, nor can we be impleaded by the **insured** or legal representatives of such **insured**.

XVIII. STATE AMENDATORY INCONSISTENCY STATEMENT

In the event that there is an inconsistency between the terms and conditions of this policy and any state amendatory endorsement, where permitted by law, we will apply the terms and conditions that are most favorable for you.

XIX. TERRITORY

Coverage will apply worldwide. This policy does not provide coverage for any **insured**, transaction, that part of **loss**, or other similar cost or expense that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

IN WITNESS WHEREOF, we have caused this policy to be executed by our Chairman and Secretary, but this policy shall not be binding upon us unless completed by the attachment of the Declarations.

Chairman

Secretary

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COMMUNITY ASSOCIATION POLICY
ASSOCIATION LIABILITY COVERAGE PART

In consideration of the premium and subject to the Declarations and the General Terms and Conditions, the parties agree as follows:

I. INSURING AGREEMENTS

We will pay **loss** on behalf of an **insured** arising from a **claim** against such **insured** first made during the **policy period.**

II. COVERAGE EXTENSIONS

The following coverage extensions, if subject to a sublimit, are part of, and not in addition to, the aggregate limit of liability set forth in Item 6 of this Coverage Part Declarations.

Settlement Retention Credit

Solely with respect to the settlement of a **claim**, if you and the claimant consent to the initial settlement offer, as recommended by us, within thirty (30) days of being made aware of such offer by us, we will reduce the applicable Retention for such **claim** by the lesser amount of ten percent (10%) of the Retention or ten thousand dollars ($10,000) provided the settlement exceeds the Retention and such Retention has been met by the **named insured**

In the event that one **claim** is eligible for both this Settlement Retention Credit and the Mediation Retention Reduction found in Section II A Supplementary Benefits of the General Terms and Conditions, then the **insured entity** will receive only one such benefit.

III. DEFINITIONS

Any defined word not defined in this Coverage Part will have the meaning assigned to it in the General Terms and Conditions.

Applicant means any applicant or prospective applicant for employment with an **insured entity**.

Assessments mean any fees, costs, expenses, dues, funds or other amounts imposed upon, charged to or collected from a resident, property owner or member of an **insured entity** pursuant to either: (i) the governing documents of an **insured entity**; or (ii) any decision by a board, committee or other governing body of an **insured entity**.

Breach means an intentional unauthorized access, intrusion, or control over an **insured's** computer system or network by a third party for some illicit purpose.

Claim means any:
(i) written demand (excluding a subpoena) for monetary, non-monetary, injunctive, or declaratory relief including a request for alternative dispute resolution or request to toll or waive a statute of limitations;
(ii) civil or criminal proceeding commenced by the earlier of: (a) the return of service of a complaint or indictment upon an **insured**; (b) the filing of an indictment or information with respect to an **insured**; or (c) the arrest or detainment of an **insured**; or
(iii) a formal administrative or regulatory proceeding (excluding an audit), including an **EEOC proceeding** or proceeding by the Office of Federal Contract Compliance Programs, evidenced by a formal notice of charges or a formal notice of investigation,

against an **insured** for a **wrongful act**, committed, attempted, or allegedly committed or attempted, by such **insured** before or during the **policy period** including any appeal therefrom; provided, that a **claim** for an **employment wrongful act** will not include any criminal proceeding, criminal administrative or regulatory proceeding, criminal investigation, or labor or grievance arbitration or proceeding pursuant to a collective bargaining agreement or similar agreement.

Claim will also include an **immigration claim**.

Unless specifically stated elsewhere in this Coverage Part, a **claim** will be deemed first made on the earliest of the date on which the **claim** is served upon, or first received by, any **insured**.

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Conduct means an **insured's**: (i) gaining of profit or other advantage to which the **insured** was not legally entitled; or (ii) commission of a crime, fraud, or a dishonest act or omission, or willful violation of any law or regulation, provided such conduct was committed with actual knowledge of its wrongful nature or with intent to cause damage and such conduct is established by a final non-appealable adjudication.

Construction defect means any actual or alleged defective, faulty or delayed construction or any other matter recognized as a construction defect under common or statutory law, whether or not as a result of: (i) faulty or incorrect design or architectural plans; (ii) improper soil testing; (iii) inadequate or insufficient protection from subsoil, ground water or earth movement or subsidence; (iv) construction, manufacture or assembly of any tangible property; (v) the failure to provide construction related goods or services as represented or to pay for such goods or services; or (vi) the supervision of such activities.

Contractual liability means actual or alleged liability voluntarily undertaken by an **insured** in any contract or agreement. **Contractual liability** does not include liability that would be imposed upon an **insured**: (i) in the absence of such contract or agreement; or (ii) pursuant to the **named insured's** declarations, by-laws or similar governing documents, except for any provision in such governing documents providing for an award of attorneys' fees.

Cyber event means any actual or alleged:
(i) **exploit**;
(ii) **unauthorized access or use**; or
(iii) **network impairment**.

Defense costs mean the reasonable and necessary fees, costs, and expenses, charged by attorneys designated by us, or incurred by an **insured** with our consent in the investigation, defense, or appeal of any covered **claim**, including the premium for appeal, attachment, or similar bonds arising out of a covered judgment. In no event will we be obligated to supply, underwrite or provide collateral for any such bond. **Defense costs** do not include **overhead expenses**.

Discrimination means any alleged or actual violation of any United States law or common law which prohibits discrimination.

EEOC proceeding means any investigative proceeding before the Equal Employment Opportunity Commission, or an adjudicatory or investigative proceeding before any similar federal, state, or local government body whose purpose is to address any **wrongful employment practice**.

Employee means any natural person, who is a past, present, or future full-time, part-time, seasonal or temporary worker, employees leased by, or loaned to, an **insured entity**. **Employee** does not include any **executive**, **independent contractor** or **property manager employee**.

Employment related benefits mean perquisites, fringe benefits, deferred compensation, or payments (including insurance premiums and benefit claim payments) in connection with an employee benefit plan, **stock benefits** (or the equivalent value thereof), and any other payment to or for the benefit of an **employee** arising out of the employment relationship. **Employment related benefits** will not include salary, wages, commissions, or non-deferred cash incentive compensation.

Employment wrongful act means: (i) any **wrongful employment practice** but only with respect to any **employee** or any **applicant**; (ii) any **wrongful employment practice** but only with respect to any **property manager employee** but solely against an **insured entity**; or (iii) any **third party wrongful act** but only with respect to any **third party**. A **wrongful act** includes any actual or alleged conduct that takes place via electronic communication, including social media and internet websites. **Employment wrongful act** does not include: (a) any **wrongful employment practice** of a **property manager**; or (b) an **immigration wrongful act**.

ERISA means any actual or alleged violation of the Employee Retirement Income Security Act of 1974, (including the Consolidated Omnibus Budget Reconciliation Act of 1985) (COBRA).

Executive means any:
(i) past, present, or future duly elected or appointed director or officer, member of the: board of directors, board of managers, board of regents, board of trustees, board of governors trustee, or such functionally equivalent position of the **insured entity**; or

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(ii) holder of such functionally equivalent position to those included in paragraph (i) above in an **outside entity** while serving at the **insured entity's** specific request or direction.

Executive does not include any **employee**.

Exploit means the **breach** of, or unauthorized or unlawful access to, any **network**, resulting in denial of service, delay to a **network**, or infection of a **network** through malware, spyware, virus or any such similar unauthorized code, application or software.

Fungi means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of such substances.

Harassment means any actual or alleged sexual harassment or other unlawful harassment, including bullying, quid pro quo sexual harassment, or hostile work environment.

Immigration claim means any criminal proceeding or criminal investigation against an **insured person**, alleging an **immigration wrongful act**, provided such criminal proceeding or criminal investigation is based upon or arising out of an actual or alleged violation of the Federal Immigration and Nationality Act of 1965.

Immigration wrongful act means any actual or alleged hiring, harboring, employment or attempted employment of illegal aliens or alleged illegal aliens committed, attempted, or allegedly committed or attempted by an **insured** in such capacity.

Insurance benefits mean medical or insurance benefits to which the claimant allegedly was entitled or would have been entitled had an **insured entity** provided the claimant with a continuation or conversion of insurance.

Insured means any **insured person** or any **insured entity**. **Insured** also includes **property manager** entity but solely in the course and scope of their provision of **property management services** to the **named insured** or a **subsidiary**. The status of any **insured** will be determined as of the time or date of the alleged **wrongful act**.

Insured person means any duly constituted committee member or volunteer of an **insured entity**, **employee**, **executive**, natural person **property manager**, or **property manager employee** but solely in the course and scope of their provision of **property management services** to the **named insured** or a **subsidiary**. **Insured person** will not include any in-house, or contracted, legal counsel.

Invasion of privacy means any actual or alleged failure by an **insured** to secure an **employee's personal information** from unauthorized use or disclosure resulting in injury to such **employee**; provided **invasion of privacy** does not include unauthorized use or disclosure caused by a **cyber event**.

Loss means the amount you are legally obligated to pay as a result of a **claim** including compensatory damages, settlements, judgments, pre-judgment and post-judgment interest, and **defense costs**.

Loss will also include:

(i) punitive, exemplary, or multiplied damages if such damages are insurable under the law in the jurisdiction which is most favorable to the **insure**d provided that such jurisdiction has a substantial relationship to us, the **insured**, or to the **claim** giving rise to such **loss**;
(ii) civil fines or penalties assessed against an **insured person** for an unintentional and non-willful violation of law that are insurable under the law to which this policy is construed; and
(iii) liquidated damages awarded pursuant to the Age Discrimination in Employment Act, the Family Medical Leave Act, or the Equal Pay Act.

Loss does not include:

(a) costs to comply with any order or agreement to provide non-monetary or injunctive relief costs to provide any accommodation under any United States law or common law which prohibits discrimination based on disability; provided this will not apply to **defense costs**;
(b) any amount representing the return, restitution, or reimbursement of **assessments** or of any other fees, costs, expenses or other amounts paid to or charged by an **insured**, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise;
(c) taxes, fines, or penalties (other than those referenced in (i) or (ii) above);

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(d) **clean-up costs**;
(e) compensation earned by the claimant in the course of employment but unpaid by the **insured**, including but not limited to salary, wages, commissions, severance, bonus, carried interest, or incentive compensation;
(f) amounts not insurable under the law to which this policy is construed;
(g) attorneys' fees or costs sought or awarded pursuant to any declarations, by-laws or other governing documents of an **insured entity**;
(h) any amount for which an **insured** is absolved from payment by reason of any covenant, agreement, or court order;
(i) future salary, wages, or commissions of a claimant who is hired, promoted, or reinstated to employment pursuant to a settlement of, order in, or other resolution of any **claim**;
(j) amounts incurred or required to remedy, repair or compensate for any damage to tangible property, including loss of use thereof, actually or allegedly caused by any owner's modification, addition or architectural change, regardless if such modifications, additions or changes were made with the approval of any **insured**;
(k) amounts as a result of an **immigration claim**; provided this will not apply to **defense costs**; or
(l) **employment related benefits**.

Microbe means any non-fungal microorganism or non-fungal colony-form organism that causes infection or disease including but not limited to any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of microbes.

Network means any computer, program, database, server, mainframe, software, hardware, mobile device, applications, storage or back-up devices, or such similar components of a digital telecommunication network that is owned or operated by, or on behalf of, or for the benefit of the **insured entity**. **Network** does not include the internet, telephone company networks, electrical grids, or other public infrastructure network.

Network impairment means the disruption, theft, modification, destruction or damage to any **network**, that results in the impairment of the **network** to such an extent that the **insured entity** is substantially unable to conduct normal and customary business operations.

Non-indemnifiable loss means any **loss** incurred by an **insured person** that an **insured entity** fails or refuses to pay, advance, or indemnify:
(i) due to **financial insolvency**; or
(ii) because such indemnification is not permitted pursuant to law.

NLRA means any actual or alleged violation of the National Labor Relations Act, or similar law governing employees' rights and employers' duties with respect to unions, bargaining, strikes, boycotts, picketing, lockouts, or collective activities.

OSHA means any actual or alleged violation of the Occupational Safety and Health Act of 1970, or similar law governing workplace safety and health.

Outside entity means any entity exempt from federal income tax pursuant to Sections 501(c)(3),(4),(6),(7), and (10) of the Internal Revenue Code, provided such entity: (i) is not an **insured entity**; and (ii) is a community association, joint council, master association or sub-association.

Overhead expenses mean the salaries, wages, fees, overhead, or benefit expenses, associated with any **insured**.

Pending or prior litigation means any matter, fact, circumstance, situation, transaction, event, action, proceeding, investigation, inquiry, or written demand, commenced against you pending on or prior to the date set forth in Item 6 of the Declarations or any related, same, or essentially related or same matter, fact, circumstance, situation, transaction, event, action, proceeding, investigation, inquiry, or written demand.

Personal injury means any:
(i) wrongful entry or eviction, or other invasion of the right of private occupancy;
(ii) false arrest or false imprisonment; or
(iii) malicious prosecution or abuse of process.

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Personal information means any nonpublic personal information relating to an identified or identifiable natural person.

Prior notice means any matter, fact, circumstance, situation, transaction, event, or **wrongful act** that has been the subject of any notice accepted under any not-for-profit directors and officers liability policy, employment practices liability policy, or comparable policy, coverage section or coverage part of which this Coverage Part is a direct or indirect renewal or replacement, or any related, same, or essentially related or same matter, fact, circumstance, situation, transaction, event, or **wrongful act**.

Pollutants mean any substance exhibiting hazardous characteristics as is or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state or local or foreign counterpart. **Pollutants** also mean, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), as well as any air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products.

Property manager means the entity or natural person providing **property management services** to the **named insured** or any **subsidiary**, including any such entity as a debtor in possession under United States bankruptcy law.

Property manager employee means any natural person (including any part-time, seasonal, leased or temporary employee, or any duly elected or appointed director or officer, member of the board of directors or board of managers) in the regular service of a **property manager** in the ordinary course of such **property manager's** business, provided such **property manager** governs and directs in the performance of such service.

Property management services mean the following property and community association management services provided for a fee pursuant to a written contract in connection with the management of property under the ownership, management or control of the **named insured** or a **subsidiary**:

(i) development of management plans and budget;
(ii) oversight of physical maintenance of property;
(iii) solicitation, evaluation and securing of tenants and management of tenant relations, collection of rent and processing evictions;
(iv) development, implementation and management of loss control and risk management plans for real property;
(v) solicitation and negotiation of contracts for sale and leasing of real property;
(vi) development, implementation and management of contracts and subcontracts (excluding property and liability insurance contracts) necessary to the daily functioning of the property;
(vii) personnel administration; or
(viii) record keeping.

Protected information means nonpublic proprietary and confidential information of a third-party entity, or any **personal information**.

Publisher injury means libel, slander, defamation, plagiarism, or misappropriation of ideas; or infringement of copyright, title, slogan, logo, trademark, tradename, trade dress, service mark, or service name.

Retaliation means any actual or alleged retaliatory act by an **insured** against an **employee** arising from such **employee's**:

(i) **whistleblower activity**;
(ii) participation, assistance, testimony, or cooperation in any internal or external proceeding or investigation regarding violations of law by an **insured**; or
(iii) exercise of his/her rights, refusal to violate any law, or opposition to any unlawful practice or activity.

Sponsor liability means any actual or alleged: (i) act or omission by an **insured** in their capacity as a sponsor, builder or developer of an **insured entity**; or (ii) misconduct of a sponsor, builder or developer of an **insured entity**, including but not limited to actual or alleged conflicts of interest, self-dealings, or disputes concerning conversion, construction or development.

Third party means any natural person who is not an **employee** or **executive**.

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Third party wrongful act means any **discrimination** or **harassment** of a **third party** or **applicant** committed, attempted, or allegedly committed or attempted by an **insured** in such capacity.

Unauthorized access or use means unauthorized use, theft, collection, disclosure, disruption, modification, deletion or destruction of, or unauthorized access to, any **protected information** or any **network** component.

Wage and hour means any actual or alleged violation of any United States law or common law which regulates or governs employment wage, pay, or labor requirements or standards, including but not limited to:
(i) the calculation, recordkeeping, timing or manner of payment of minimum wages, prevailing pay rates, overtime pay, or other compensation alleged to be due and owing, including the failure to compensate for any unpaid vacation pay, off the clock or remote work, or for employer sponsored activities;
(ii) failure to provide or enforce legally required meal or rest break periods;
(iii) the classification of any entity or person for wage and hour purposes;
(iv) garnishments, withholdings, or other deductions from wages;
(v) use of federal or state tip credits or maintenance and distribution of tip pools; or
(vi) reimbursement of work-related expenses or tools to any person providing services or labor to or on behalf of an **insured entity**,
or any such similar practices, policies, or procedures.

WARN means any actual or alleged violation of the Workers' Adjustment and Retraining Notification Act, or similar law governing employer notice requirements in advance of lay-offs or facility closings.

Whistleblower Activity means the lawful activity of an **insured person**, with respect to any alleged wrongdoing by an **insured**, who causes information to be provided to the attention of, or otherwise assists in an investigation by, a governmental or law enforcement agency, provided such activities are protected by statute with rights and remedies for retaliation recognized under United States law.

Worker benefits mean any actual or alleged violation of any United States law governing workers' compensation, unemployment insurance, social security, or disability benefits.

Workplace tort means any:
(i) negligent hiring, training, supervision, or evaluation of **employees**;
(ii) failure to adopt or enforce adequate workplace or employment policies and procedures;
(iii) false imprisonment, false arrest, detention, or malicious prosecution;
(iv) libel, slander, defamation, or humiliation;
(v) **invasion of privacy**; or
(vi) wrongful infliction of emotional distress.

Wrongful act means any:
(i) error, misstatement, misleading statement, act, omission, neglect, or breach of duty, (including **personal injury** or **publisher injury**) committed, attempted or allegedly committed, or attempted, by:
  (a) an **insured person** in his/her capacity as such; or
  (b) an **insured entity**;
(ii) matter claimed against an **insured person** solely by reason of his/her status as such; or
(iii) **employment wrongful act**.

Wrongful employment decision means any:
(i) actual or constructive wrongful dismissal, discharge, or termination of employment;
(ii) wrongful deprivation of career opportunity, demotion, failure to grant tenure, failure to train, or failure to employ or promote;
(iii) employment related misrepresentation, including inducement to become or remain employed based on an erroneous job description; or
(iv) wrongful discipline of **employees**.

Wrongful employment practice means any employment related:
(i) breach of any written employment contract or agreement, including any written contract or agreement concerning severance payments or contractual obligation arising out of any employee handbook, personnel manual, policy statement, or other representation;

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(ii) **discrimination**;
(iii) **harassment**;
(iv) **retaliation**;
(v) **workplace tort**; or
(vi) **wrongful employment decision**,
committed, attempted, or allegedly committed or attempted by an **insured** in such capacity.

IV. COVERAGE PART EXCLUSIONS

We will not cover **loss** in connection with any **claim**:

A. based upon or arising from, or in any way involving:
   (i) **bodily injury**; provided this exclusion (i) will not apply to actual or alleged emotional distress, mental anguish or humiliation from an **employment wrongful act**;
   (ii) **conduct**;
   (iii) **construction defect**;
   (iv) **contractual liability**; provided this exclusion (iv): (a) will not apply to **defense costs** in connection with **contractual liability** for a written contract; and (b) is subject to the employment **contractual liability** exclusion in B(vii) below;
   (v) **cyber event**;
   (vi) **pending or prior litigation**;
   (vii) **pollution**;
   (viii) **prior notice**;
   (ix) **sponsor liability**;
   (x) any **wrongful act** by an **insured person** acting in a capacity as directors, officers, trustees, regents, governors or employees (or solely by reason of their status as such) of any entity other than an **insured entity** or an **outside entity**;
   (xi) failure to maintain or effect insurance; provided this exclusion (xi) will not apply to **defense costs**; or
   (xii) actual, alleged or threatened:
      (a) inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of **fungi** or **microbes**; or
      (b) failure to detect, report, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, assess the effects of or advise of the existence of any **fungi** or **microbes**.

B. for:
   (i) **worker benefits**; provided this exclusion (i) will not apply to any **claim** on account of **retaliation**;
   (ii) **ERISA**, provided this exclusion (ii) will not apply to:
      (a) Section 510 in a **claim** for an **employment wrongful act**;
      (b) any **claim** on account of **retaliation**;
   (iii) **OSHA**; provided this exclusion (iii) will not apply to any **claim** on account of **retaliation**;
   (iv) **WARN**; provided this exclusion (iv) will not apply to any **claim** on account of **retaliation**;
   (v) **NLRA**; provided this exclusion (v) will not apply to any **claim** on account of **retaliation**;
   (vi) **insurance benefits**; provided this exclusion (vi) will not apply to **defense costs**;
   (vii) any breach of any written employment **contractual liability**, including any severance agreement or golden parachute agreement, or any compensation agreement payable upon the termination of any **employee**; provided, this exclusion (vii) will not apply to **defense costs**; or
   (viii) **wage and hour**; provided this exclusion (viii) will not apply to **defense costs**. Further provided that the most we will pay for all **defense costs** alleging **wage and hour** is the sublimit of liability set forth in item 6 of the Declarations.

C. against a **property manager** or **property manager employee** based upon or arising from or in any way involving any:
   (i) actual or alleged commingling, misappropriation or improper use of, or failure to pay, collect, or safeguard, funds;
   (ii) actual or alleged advice as to property value;

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(iii) actual or alleged transfer or failure to transfer funds;
(iv) actual or alleged notarization certification or acknowledgment of a signature;
(v) cease and desist order; or
(vi) actual or alleged failure to give timely notice of claim or loss under any insurance policy;

D. based upon or arising from or in any way involving any **claim** brought by, or on behalf of, the **insured entity** against a **property manager** or **property manager employee**;

E. based upon or arising from or in any way involving **property damage**; provided this exclusion E will not apply to decisions by a board, committee or other duly elected or appointed governing body of an **insured entity** to:
(i) grant or deny permission to a property owner for that owner to make modifications, additions or architectural changes to such owner's property; or
(ii) impose, charge or collect **assessments** as a result of **property damage**.

V. SPECIFIC LIMIT OF LIABILITY, SUBLIMITS AND RETENTIONS

A. Limit of Liability and Defense Costs Only Sublimit outside of the Aggregate Limit of Liability

The most we will pay for all **loss** arising from all **claims** is the Maximum Aggregate limit of liability set forth in Item 6 of the Declarations; provided, however, and notwithstanding Section IV, Limit of Liability, Sublimits and Retentions of the General Terms and Conditions, **defense costs** will be in addition to the aggregate limit of liability up to the amount of the additional **defense costs** limit of liability stated in Item 6 of the Declarations. If and when such **defense costs** limit of liability is exhausted by payment of **defense costs**, then any remaining **defense costs** will be applied and erode the Maximum Aggregate limit of liability set forth in Item 6 of the Declarations.

B. Immigration Claims Defense Costs Only Sublimit of Liability

The most we will pay for all **defense costs** from all **immigration claims** is the amount set forth in Item 6 of the Declarations, such sublimited coverage will be part of, and not in addition to, the Maximum Aggregate limit of liability set forth in Item 6 of the Declarations.

Defense costs shall be applied in accordance with Section V A above.

C. Retentions and other Sublimits

A single Retention will apply to each **claim**, such Retention will apply only to **loss** other than **defense costs**. There will be no Retention applicable to liability for **non-indemnifiable loss**.

VI. INDEMNIFICATION

It is agreed that an **insured entity** will indemnify its **insured persons** to the fullest extent permitted by law.

VII. DEFENSE OF CLAIMS

We have the right and duty to defend any **claim** covered by this Coverage Part even if the allegations in the **claim** are groundless, false, or fraudulent. We will have the right to appoint counsel and to make such investigation and defense of a **claim** as it deems necessary. Our duty to defend any **claim** will end, and we will have no further obligation to defend any **claim**, upon the exhaustion of the applicable limit of liability.

VIII. ALLOCATION

If a **claim** incurs covered **loss** and uncovered loss because such **claim** includes covered and uncovered parties, or covered and uncovered matters, then the following will apply:
(i) one hundred percent (100%) of **defense costs** incurred by such **insured** will be considered covered **loss**; and
(ii) with respect to any loss other than **defense costs** you and we will use our best efforts to determine an allocation between covered **loss** and uncovered loss based on the relative legal and financial exposures of the parties to such matters.

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IX. OTHER INSURANCE

This Coverage Part will be excess of, and will not contribute with, any other insurance policy, coverage part, or risk transfer or indemnity agreement, including any deductible or retention obligation thereunder, that provides defense or indemnity coverage for any **loss** for which this Coverage Part also provides coverage, unless such other insurance or agreement is written specifically as excess of the limit of liability of this Coverage Part.

This Coverage Part will be specifically excess of any valid and collectible insurance policy: (i) for environmental liability, cyber liability, general liability, professional services liability or employment practices liability; or (ii) written on a duty to defend basis unless such other insurance is written specifically as excess of the limit of liability of this Coverage Part.

With respect to an **executive** serving in his/her capacity as such for an **outside entity**, this Coverage Part will be specifically excess of any insurance or indemnity available to such **insured person** by or on behalf of an **outside entity**.

Notwithstanding the above, this Coverage Part will apply as primary with respect to any personal umbrella or personal directorship liability insurance purchased by an **insured person**.

X. IMPUTATION

We will not impute:
(i) the conduct of any **insured person** with respect to **conduct** exclusion IV A(ii) of this Coverage Part; or
(ii) the failure to provide us with full cooperation, assistance, or information as required,
to any other **insured person**, nor will the above impair the rights of any other **insured person** under this Coverage Part.

XI. PRIORITY OF PAYMENT

The coverage under this Coverage Part is intended principally to benefit the **insured person**. In the event that **non-indemnifiable loss** and any **loss** or payments under a coverage extension are due simultaneously, then we will first pay **non-indemnifiable loss** on behalf of the **insured person**. In all other instances we will pay **loss** as it becomes due.

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PRIVACY EVENT EXPENSE ENDORSEMENT

In consideration of the premium, solely with respect to the Association Liability Coverage Part and the coverage provided by this endorsement, the policy is amended as follows:

I. The following insuring agreement is added to the Association Liability Coverage Part:

Privacy Event Response

We will pay or reimburse the **insured entity** for **privacy event response costs** resulting directly from a **privacy event** the **insured** first **discovered** during the **policy period**.

II. Solely with respect to the coverage afforded by this endorsement Section III, Definitions of the Association Liability Coverage Part is amended to add the following definitions:

Crisis management expenses mean the reasonable and necessary fees, costs, and expenses that are incurred by, or on behalf of, an **insured entity** to mitigate negative publicity concerning a **privacy event**. **Crisis management expenses** include fees, costs, and expenses incurred:
(i) by a **response vendor** law firm, public relations firm, or crisis management firm, to advise the **insured entity**;
(ii) to manage press coverage, publicity and press relationships, advertising and mailing of materials on behalf of the **insured entity**.

Cyber terrorism means any actual or threatened attack by individuals, or group of individuals, against a **network**, in furtherance of social, ideological, religious, or political objectives, with the intent, design, or purpose, in whole or in part, to: (i) cause harm to a **network**; or (ii) intimidate any person or entity in furtherance of such objectives.

Data breach means any: (i) unauthorized disclosure, modification, use, or access of **protected information**; (ii) loss, destruction or theft of **protected information**; or (iii) violation or failure to comply with any **data privacy law**.

Data privacy law means any law, rule, or regulation in any domestic or international jurisdiction that governs the: (i) use, confidentiality, collection, or control of **protected information**; (ii) implementation of policies or procedures with respect to **protected information**; or (iii) notification of an actual or suspected **data breach** to impacted, or potentially impacted, persons or entities or to the appropriate authorities.

Discovered or **discovery** means when a **responsible person** acquired knowledge that would lead a reasonable person to believe a covered loss or covered damage has occurred or will occur, whether or not the amount or details of such loss or damage are known.

Interrelated security breaches means all **privacy events** that are based upon, arising from or are logically or causally connected by the same or any related or common, or a series of related or common, facts, circumstances, transactions, or causes.

IT provider means any third party entity which provides:
(i) hosted computer resources including “cloud computing” to the **insured entity**; or
(ii) information technology services required by the **insured entity** to operate a **network** under such entity’s ownership, operation, or control,
pursuant to a written contract between such entity and such **insured entity**. **IT provider** does not include any **insured entity**, any public utility, internet service provider, or securities exchange.

Network means any computers, all peripheral or integrated storage, communications input or output devices (including mobile devices), or related network or operating systems, application software or website that are:
(i) owned, operated by, controlled by or leased by an **insured entity**;
(ii) owned or operated by the **property manager** entity on behalf of, or for the benefit of, an **insured entity** but solely in the course and scope of its provision of **property management services** to such **insured entity**; or
(iii) under the ownership, operation, or control of an **IT provider**, or operated on behalf of, or for the benefit of, an **insured entity** by an **IT provider**.

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Personal information means any private or confidential information in the care, custody, or control of an **insured entity** (or a third party provider acting on behalf of an **insured entity**), provided such information may be used alone or with other information to uniquely identify: (i) a natural person; (ii) any protected health information; or (iii) non-public personally identifiable information as defined in any **data privacy law**.

Privacy event means any **security breach** or **data breach**.

Privacy event response costs mean reasonable and necessary fees, costs, and expenses incurred by an **insured entity** for services rendered by **response vendors** to:

(i) retain legal counsel to investigate, respond, and negotiate compliance in response to a **privacy event**;
(ii) retain a computer forensics firm to investigate the cause of a **privacy event** and the extent of any **protected information** disclosure;
(iii) provide compulsory and/or voluntary notification to impacted or potentially impacted individuals or entities whose **protected information** may have been subject to a **data breach**;
(iv) provide notification to any other entity as required by law;
(v) set up a call center to respond to inquiries about the **privacy event**;
(vi) provide credit monitoring, identity monitoring, identity restoration or protection services, to impacted, or potentially impacted individuals, in response to the **data breach**; or
(vii) provide such other mitigation or remediation services in response to a **privacy event**, subject to Section VIII Cooperation and Consent of the General Terms and Conditions.

Privacy event response costs also include **crisis management expenses**. **Privacy event response costs** must be incurred within twenty four (24) months of the date you reported the **privacy event** to us, provided that solely with respect to (vi) above, such costs may exceed the twenty four (24) month limit if so required by law.

Protected information means: (i) **personal information**; or (ii) any other third party confidential business information in the care, custody, or control of an **insured entity** or a third party provider acting on behalf of an **insured entity**.

Response vendors mean: (i) the panel of pre-approved vendors provided by us; or (ii) a qualified vendor that has been approved by us prior to retention.

Responsible person also means the Chief Information Officer, Chief Technology Officer, Chief Content Officer, Chief Information Security Officer, Chief Privacy Officer, Data Protection Officer, or such functionally equivalent position of the **named insured**.

Security breach means: (i) access to a **network** by an unauthorized person; (ii) use of any **network** in an unauthorized manner; (iii) transmission of malicious code or virus to a **network**; or (iv) denial of service attack on a **network**.

III. Solely with respect to the coverage afforded by this endorsement, Section IV, of the Association Liability Coverage Part Exclusions is amended as follows:

A. Exclusion (v) cyber event is amended by adding the following:

Provided this **cyber event** exclusion will not apply to the coverage afforded by this endorsement.

B. The following exclusions are added:

We will not cover **privacy event response costs** in connection with any **privacy event** based upon or arising from:

- Defects in Data And Software and Network
  any defect of design, implementation, operation, incompatibility or any other fault of data and software or the **insured entity's network**, or any part thereof where such defect or fault is introduced by the **insured entity's**:
  (i) use of a third party product, including but not limited to software and equipment, in a manner inconsistent with the manufacturer's intended use;
  (ii) modification of a third party product or integration of components in violation of the manufacturer's warranty or other license terms;
  (iii) integration of components in a manner inconsistent with any of the components' intended use as established by its manufacturer;

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- Deliberate Acts
  any:
  (i) dishonest, fraudulent, criminal, or malicious act or omission;
  (ii) commingling, misappropriation, or misuse of funds;
  (iii) intentional wrongdoing; or
  (iv) knowing violation of any contract, agreement, statute or regulation,
  by or on behalf of an **insured**, provided such above conduct is established by a final non-appealable adjudication (excluding a declaratory action or proceeding by, or against us) in the underlying action;
- Force Majeure
  fire, earthquake, flood, smoke, explosion, volcanic eruption, lightning, wind, water, tidal wave, solar flare, landslide, hail, or act of God, regardless of cause;
- Goodwill
  any actual or alleged adverse impact on goodwill or change in value of shares, stock, or securities;
- Governmental Orders
  any actual or alleged requisition, nationalization, confiscation, destruction, or damage to property, by order of any federal, state, local, national, or foreign governmental authority or foreign political authority;
- Property Damage
  direct physical loss of or damage to property;
- Vendor Acts
  unauthorized and deliberate malicious act or omission by a vendor or other third party authorized by the **insured entity** to perform services on the **insured entity's network**;
- War
  any war (declared or otherwise), warlike operation, hostilities, invasion, popular or military uprising or activities, insurrection, rebellion, revolution, or terrorism (whether certified or not) by an individual or group or any action taken by governmental authorities in hindering or defending against any of these; provided this exclusion will not apply to **cyber terrorism**.

IV. Section V, Specific Limit of Liability, Sublimits and Retentions of the Association Liability Coverage Part is amended to include the following:

A. The most we will pay for all **privacy event response costs** resulting directly from a **privacy event** the **insured** first **discovered** during the **policy period** is $100,000; such sublimited coverage will be part of, and not in addition to, the Aggregate Limit of Liability set forth in Item 6 of the Declarations.

B. No Retention will apply to **privacy event response costs**.

V. Section VI, Notice and Reporting of the General Terms and Conditions is amended to add the following:

As a condition precedent to our policy obligations, you must provide written notice of a **privacy event** as soon as practicable after **discovery**.

VI. The following Section is added to the Association Liability Coverage Part:

RELATED SECURITY BREACHES

All **interrelated security breaches** will be treated as one **security breach** first **discovered** on the date the first of such **interrelated security breaches** was first **discovered**.

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In the event the **Insured** has also purchased any other first or third party cyber coverage in the same **policy period**, all interrelated Cyber Incidents will be treated as one Cyber Incident first reported or **discovered** on the date the first of such Cyber Incidents was first **discovered**. A Cyber Incident will include a **privacy event,** extortion demand, electronic theft, network impairment, security breach, data breach, improper destruction or release of personal or confidential information.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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NETWORK SECURITY AND PRIVACY REGULATION PROCEEDING ENDORSEMENT

In consideration of the premium, solely with respect to the Association Liability Coverage Part, and the coverage provided by this endorsement, the policy is amended as follows:

I. The following insuring agreements are added to the Association Liability Coverage Part:

Network Security and Privacy

We will pay **loss** on behalf of an **insured** arising from a **network claim** first made during the **policy period**.

Privacy Regulation Proceeding

We will pay **privacy regulation fines and redress amounts** and **defense costs** on behalf of an **insured** arising from a **privacy regulation proceeding** first made during the **policy period**.

II. Section III, Definitions of the Association Liability Coverage Part is amended as follows:

A. Solely with respect to the coverage afforded by this endorsement:

(i) any reference to **claim** (except with respect to the Insuring Agreements and the definition of **claim** and **immigration clam**) in the Association Liability Coverage Part will mean a **network claim**.

(ii) the definition of **loss** is deleted and replaced with the following:

Loss means the amount you are legally obligated to pay as a result of a **network claim** including compensatory damages, settlements, judgments, pre-judgment and post-judgment interest, and **defense costs**.

Loss will also include:
(i) punitive, exemplary, or multiplied damages if such damages are insurable under the law in the jurisdiction which is most favorable to the **insured** provided that such jurisdiction has a substantial relationship to us, the **insured**, or to the **network claim** giving rise to such **loss**;
(ii) civil fines or penalties assessed against an **insured person** for an unintentional and non-willful violation of law that are insurable under the law to which this policy is construed (including **privacy regulation fines and redress amounts**); and

Loss does not include:
(a) costs to comply with any order or agreement to provide non-monetary or injunctive relief, provided this will not apply to **defense costs**;
(b) taxes, fines, or penalties (other than those referenced in (i) or (ii) above);
(c) fees, costs, and expenses paid, incurred, or charged by an **insured**, no matter whether claimed as restitution of specific funds, financial loss, mitigation expenses, set-off amounts or payments in the form of service credits or coupons or other non-cash consideration;
(d) amounts not insurable under the law to which this policy is construed;
(e) attorneys' fees or costs sought or awarded pursuant to any declarations, by-laws or other governing documents of an **insured entity**;
(f) any amount for which an **insured** is absolved from payment by reason of any covenant, agreement, or court order.

(iii) the definition of **prior notice** is deleted and replaced with the following:

Prior notice means any matter, fact, circumstance, situation, transaction, event, or **privacy wrongful act**, **security wrongful act**, that has been the subject of any notice accepted under any cyber policy or comparable policy, coverage section, or coverage part of which this Coverage Part is a direct or indirect renewal or replacement; or any related, same or essentially related or same matter, fact, circumstance, situation, transaction, event, **privacy wrongful act**, or **security wrongful act**.

B. Solely with respect to the coverage afforded by this endorsement the following definitions are added:

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Cryptocurrency means any virtual or digital currency in which cryptography or other encryption security techniques are used to regulate the generation of units of currency and/or verify the transfer of funds, operating independently of a central bank.

Cyber terrorism means any actual or threatened attack by individuals, or group of individuals, against a **network**, in furtherance of social, ideological, religious, or political objectives, with the intent, design, or purpose, in whole or in part, to: (i) cause harm to a **network**; or (ii) intimidate any person or entity in furtherance of such objectives.

Data breach means any: (i) unauthorized disclosure, modification, use, or access of **protected information**; (ii) loss, destruction or theft of **protected information**; or (iii) violation or failure to comply with any **data privacy law**.

Data privacy law means any law, rule, or regulation in any domestic or international jurisdiction that governs the: (i) use, confidentiality, collection, or control of **protected information**; (ii) implementation of policies or procedures with respect to **protected information**; or (iii) notification of an actual or suspected **data breach** to impacted, or potentially impacted, persons or entities or to the appropriate authorities.

IT provider means any third party entity which provides:
(i) hosted computer resources including "cloud computing" to the **insured entity**; or
(ii) information technology services required by the **insured entity** to operate a **network** under such entity's ownership, operation, or control,
pursuant to a written contract between such entity and such **insured entity**. **IT provider** does not include any **insured entity,** any public utility, internet service provider, or securities exchange.

Network means any computers, all peripheral or integrated storage, communications input or output devices (including mobile devices), or related network or operating systems, application software or website that are:
(i) owned, operated by, controlled by or leased by an **insured entity**;
(ii) owned or operated by the **property manager** entity on behalf of, or for the benefit of, an **insured entity** but solely in the course and scope of its provision of **property management services** to such **insured entity**; or
(iii) under the ownership, operation, or control of an **IT provider**, or operated on behalf of, or for the benefit of, an **insured entity** by an **IT provider**.

Network claim means any:
(i) written demand (excluding a subpoena) for monetary, non-monetary, injunctive, or declaratory relief including a request for alternative dispute resolution or request to toll or waive a statute of limitations;
(ii) civil or criminal proceeding commenced by the earlier of: (a) the return of service of a complaint or indictment upon an **insured**; (b) the filing of an indictment or information with respect to an **insured**; or (c) the arrest or detainment of an **insured**; or
(iii) solely with respect to Privacy Regulation Insuring Agreement above, a **privacy regulation proceeding**.
against an **insured** for a **privacy wrongful act** or **security wrongful act**, committed, attempted, or allegedly committed or attempted, by such **insured** before or during the **policy period** including any appeal therefrom.

Personal information means any private or confidential information in the care, custody, or control of an **insured entity**, provided such information may be used alone or with other information to uniquely identify: (i) a natural person; (ii) any protected health information; or (iii) non-public personally identifiable information as defined in any **data privacy law**.

Privacy regulation fines and redress amounts mean: (i) civil monetary fines or penalties assessed by the arbiter of a **privacy regulation proceeding**; or (ii) equitable amounts you are legally obligated to pay into a fund for the payment of consumer claims as a result of a **privacy regulation proceeding**. **Privacy regulation fines and redress amounts** do not include fines or penalties that are uninsurable under the law to which this policy is construed, or any amount constituting settlement to which we have not consented to in writing.

Privacy regulation proceeding means a civil investigative demand, administrative or regulatory investigation or proceeding, or a written request for information by a federal, state, local, or foreign governmental authority, or self-regulating organization, against an **insured** and pertaining to a **privacy wrongful act**.

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Privacy wrongful act means any actual or alleged:
(i) act, error or omission by an **insured** (or by a **rogue employee** or a third party provider for whose actions the **insured** is legally liable) that results in a **data breach** on a **network**; or
(ii) failure by an **insured** to destroy **protected information**.

Protected information means: (i) **personal information**; or (ii) any other third party confidential business information in the care, custody, or control of an **insured entity** or a third party provider acting on behalf of an **insured entity.**

Rogue employee means an **employee** or **executive** who intentionally acts outside of his/her capacity as such.

Security breach means: (i) access to a **network** by an unauthorized person; (ii) use of any **network** in an unauthorized manner; (iii) transmission of malicious code or virus to a **network**; or (iv) denial of service attack on a **network**.

Security wrongful act means any actual or alleged:
(i) act, error, or omission by an **insured** (or by a **rogue employee** or a third party provider for whose actions the **insured** is legally liable) that results in a **security breach**;
(ii) failure by an **insured** to timely disclose a **security breach**; or
(iii) act, error, or omission by an **insured** that results in an unscheduled or unplanned inability of an authorized third party user to gain authorized access to a **network**.

Unauthorized reprogramming means the unauthorized reprogramming of software (including firmware) which renders the **network** nonfunctional or useless.

III. Solely with respect to the coverage afforded by this endorsement, Section IV, of the Association Liability Coverage Part Exclusions is amended as follows:

A. Section A is amended as follows:

1. exclusion (i) bodily injury is amended to add the following:

   Provided this exclusion (i) will not apply to any actual or alleged mental anguish or humiliation made in connection with any **network claim** arising from a **privacy wrongful act**;

2. exclusion (v) cyber event is amended by adding the following:

   Provided this **cyber event** exclusion will not apply to the coverage afforded by this endorsement.

B. Section E is amended to add the following:

Provided further that this exclusion will not apply to **unauthorized reprogramming** or any transmission of malicious code or virus to a **network**.

C. The following exclusions are added:

We will not cover **loss** in connection with any **network claim** based upon or arising from:

- Critical Infrastructure Failure
  actual or alleged failure, interruption, disturbance, or outage of critical infrastructure including, but not limited to electrical, gas, water, telecommunications, internet, or any satellite, which is not under your operational control;
- Cryptocurrency
  cryptocurrency;
- Force Majeure
  fire, earthquake, flood, smoke, explosion, volcanic eruption, lightning, wind, water, tidal wave, solar flare, landslide, hail, or act of God, regardless of cause;
- Governmental Orders

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any actual or alleged requisition, nationalization, confiscation, destruction, or damage to property, by order of any federal, state, local, national, or foreign governmental authority or foreign political authority;

- War
  any war (declared or otherwise), warlike operation, hostilities, invasion, popular or military uprising or activities, insurrection, rebellion, revolution, or terrorism (whether certified or not) by an individual or group or any action taken by governmental authorities in hindering or defending against any of these; provided this exclusion will not apply to **cyber terrorism**.

IV. The coverage afforded by this endorsement does not increase the Maximum Aggregate limit of liability set forth in Item 6 of the Declarations.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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DEFENSE COSTS OUTSIDE THE LIMITS ENDORSEMENT

In consideration the premium, the policy is amended as follows:

I. Section IV, Limit of Liability, Sublimits and Retentions of the General Terms and Conditions, is deleted and replaced with the following:

The maximum aggregate amount we will pay for all **loss** (other than **defense costs**) regardless of the number of **claims, insureds**, losses, parties or requests for coverage under each respective Coverage Part is set forth in Item 6 of the Declarations.

Defense costs are in addition to the applicable limits of liability, our payment of any **defense costs** will not erode or exhaust the applicable limit of liability.

Item 6 of the Declarations sets forth any applicable Retention. Any Retention will be uninsured and the responsibility of the **named insured to** pay regardless of the nature or form of the **claim**. We will be liable to pay only that amount of **loss** in excess of any applicable Retention. If there are two Retentions that apply to the same **claim**, we will only apply the higher Retention.

All premiums, limits, Retentions, **loss** and other amounts under this policy are expressed and payable in United States of America currency unless the parties agree in writing otherwise.

II. Paragraph (a) of Section VIII, Cooperation and Consent of the General Terms and Conditions is amended by adding the following sentence:

If an **insured**, other than any **property manager**, unreasonably refuses to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the applicable limit of liability under this policy shall be reduced to the amount for which the **claim** could have been settled.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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PUBLIC RELATIONS EVENT EXPENSES ENDORSEMENT

In consideration of the premium, the Association Liability Coverage Part is amended as follows:

I. Section II, Coverage Extensions is amended by adding the following:

- Public Relations Event Expenses

  We will reimburse the **named insured** up to $15,000 per **public relations event**, subject to a maximum of $50,000 per **policy period**, for reasonable **public relations expenses** incurred by the **named insured** for advisory services provided by a public relations firm to the **named insured** as a result of a **public relations event** which occurs during the **policy period**.

II. Section III, Definitions is amended by the addition of the following new Definitions:

- **Public relations event** means:

  (i) the departure, incapacitation, illness or death of an **executive** or association board member of the **named insured**;
  (ii) the **named insured's** dissolution for any reason other than bankruptcy; or
  (iii) any violent act, kidnapping, sexual assault, criminal firearm use or workplace accident resulting in negative local or national media coverage of the **named insured**.

- **Public relations expenses** mean the reasonable and necessary fees and expenses incurred by the **named insured** for public relations firm advisory services provided to the **named insured** to minimize potential economic or reputational harm in response to a **public relations event**.

  Public relations expenses do not include **overhead expenses**, expenses incurred prior to any notice submitted to us, or expenses incurred after one hundred and eighty (180) days from the date the **public relations event** was noticed to us.

III. The following new section will be added to this Coverage Part:

Request for Coverage for Public Relations Expenses

If you choose to request coverage for **public relations expenses** you must submit a written notice at the address located in Item 3 of the Declarations. The notice must be sent within sixty (60) days of the **public relations event** and include the date the **public relations event** first occurred, the nature of the **public relations event** and the expenses requested or anticipated.

Should there be a subsequent **claim** that is based upon or arises out of this noticed **public relations event** we will consider that **claim** to have first been made during the **policy period** in which we accepted your first written notice.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

SCHEDULE

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Solely with respect to any Coverage Part set forth in the Schedule, it is understood and agreed as follows:

Whenever used in this endorsement, 1) "we" means the insurer listed on the Declarations or the Certificate of Insurance, as applicable; and 2) "you" means the first person or entity named on the Declarations or the Certificate of Insurance, as applicable.

A. Cap on Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act, as extended and reauthorized (the "Act"). The criteria contained in the 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 Act exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the 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 Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WORKPLACE VIOLENCE ACT EXPENSES SUBLIMITED COVERAGE ENDORSEMENT

In consideration of the premium, solely with respect to the Association Liability Coverage Part, the policy is amended as follows:

I. Section I, Insuring Agreement is amended to add the following Insuring Agreement:

Workplace Violence Act Expenses

We will pay **workplace violence act expenses** on behalf of an **insured entity** resulting from any **workplace violence act** first occurring during the **policy period**. The total amount that we will pay for **workplace violence act expenses** will be the sublimit of liability set forth in paragraph IV of this endorsement.

II. Section III, Definitions is amended as follows:

A. The definition of **loss** is amended as follows:

Solely with respect to the coverage provided by this endorsement, **loss** will also include **workplace violence act expenses**.

B. The following definitions are added:

Premises means any buildings, facilities or properties occupied by the **named entity**, **subsidiary** or **property manager** and in which such **named entity**, **subsidiary** or **property manager** conducts its business operations.

Workplace violence act means any actual, alleged or threatened, intentional or unlawful deadly force or physical violence by use of a lethal weapon which: (i) occurs on or in the **premises**; and (ii) causes, or could cause, bodily injury or death to an **insured person**.

Workplace violence act expenses means the reasonable and necessary fees and expenses (other than **overhead expenses**) incurred by an **named entity**, **subsidiary** or **property manager** in connection with a **workplace violence act**. Such **workplace violence act expenses** include:

1. an independent security consultant for the first ninety (90) days after the **workplace violence act** occurred;
2. an independent public relations consultant for the first ninety (90) days after the **workplace violence act** occurred;
3. a counseling seminar for all **employees** of the **named entity**, **subsidiary** or **property manager** conducted by an independent consultant within the first ninety (90) after the **workplace violence act** occurred;
4. an independent security guard service for the first fifteen (15) days after the **workplace violence act** occurred; and
5. an independent forensic analyst for the first ninety (90) days after the **workplace violence act** occurred.

III. Section IV, Coverage Part Exclusions is amended to include the following exclusions:

A. We will not cover **loss** in connection with any **claim** based upon or arising from **workplace violence**.

B. We will not be liable to pay any **workplace act expenses** resulting from any **workplace violence act** which:

1. takes place in or at any location other than your workplace;
2. is based upon or arises out of declared or undeclared war, civil war, insurrection, civil commotion, insurrection, rebellion, revolution, military action, invasion, riot, government intervention, expropriation or nationalization; or
3. is based upon or arises out of the use or threat of force or violence occurring for the purpose of demanding money, securities or property.

IV. Section V, Specific Limit of Liability, Sublimits and Retentions is amended to include the following:

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Workplace Violence Act Expenses Sublimit of Liability

A. The most we will pay for all **workplace violence act expenses** for all **workplace violence acts** is $100,000, such sublimited coverage will be part of, and not in addition to, the Maximum Aggregate Limit of Liability for the Liability Coverage Part set forth in Item 6 of the Declarations.

B. No Retention will apply to **workplace violence act expense**.

V. The following new section will be added to this Coverage Part:

Request for Coverage for Workplace Violence Act Expenses

If you choose to request coverage for **workplace violence act expense** you must submit a written notice at the address located in Item 3 of the General Terms and Conditions Declarations. The notice must be sent within sixty (60) days of the **workplace violence act** and include the nature and description of the act, and the date the act first occurred, and the expenses requested or anticipated.

Should there be a subsequent **claim** that is based upon or arises out of this noticed **workplace violence act** we will consider that **claim** to have first been made during the **policy period** in which we accepted your first written notice.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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SUBLIMITED BREACH OF CONTRACT DEFENSE COSTS ENDORSEMENT

In consideration of the premium, this Association Liability Coverage Part is amended as follows:

I. The most we will pay for all **defenses costs** afforded coverage pursuant to the **contractual liability** exclusion carveback in Exclusion A(iv) in Section IV Coverage Part Exclusions is $1,000,000 per **claim**. Provided however, in the event the **defense costs** erode the Limits of Liability, then such sublimited coverage will be part of, and not in addition to, the Maximum Aggregate Limit of Liability for the Liability Coverage Part set forth in Item 6 of the Declarations.

II. Such **defense costs** referenced in paragraph I above will be subject to a Retention of $1,000 per **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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I. INSURING AGREEMENTS

Coverage provided under the following Insuring Agreements applies to loss or damage which is **discovered** during the **policy period** or during the period of time provided in Section XIII Discovery Period.

A. Fidelity Coverage

We will pay for loss of or damage to **money**, **securities**, or **property** of:

1. Employee Theft
an **insured entity** committed by an **employee**, whether identified or not, acting alone or in collusion with others, such loss or damage resulting directly from **theft** or **forgery**.

2. Client
a **client** committed by an **employee**, whether identified or not, provided the **employee** was not acting in collusion with the **client** or its employees, such loss or damage resulting directly from **theft** or **forgery**.

3. ERISA Plan
a **plan** committed by a **fiduciary**, whether identified or not, acting alone or in collusion with others, such loss or damage resulting directly from **theft** or **forgery**.

B. Forgery or Alteration Coverage

We will pay for direct loss resulting from **forgery** or **alteration** of any **payment instrument**.

C. Inside and Outside Premises Coverage

1. Money or Securities

We will pay for loss of **money** or **securities**:
(i) inside the **premises**; or
(ii) **outside the premises**,
resulting directly from **theft**, actual destruction, or physical disappearance.

2. Property

We will pay for loss of or damage to **property**:
(i) inside the **premises**; or
(ii) **outside the premises**,
resulting directly from an actual or attempted **robbery** or **safe burglary**.

3. Damage

We will pay for damage to the **premises** or its exterior resulting directly from an actual or attempted **robbery** or **safe burglary** provided you own such **premises** or are liable for damage to the **premises**.

D. Transfer Coverage

1. Computer

We will pay for loss of **money**, **securities**, or **property** resulting directly from **computer transfer fraud**.

2. Funds

We will pay for loss of **money** or **securities** resulting directly from **funds transfer fraud**.

3. Social Engineering Fraud

We will pay for loss of **money** or **securities** resulting directly from **social engineering fraud**.

E. Counterfeit Coverage

We will pay for direct loss resulting from **counterfeit fraud**.

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II. COVERAGE EXTENSIONS

The following coverage extensions, if subject to a sublimit, are part of and not in addition to, the applicable limit of liability set forth in Item 6 of the Declarations.

A. Sublimited Proof of Loss Costs Extension

We will pay **proof of loss costs** resulting directly from loss covered under any Insuring Agreement if such covered loss is in excess of the Retention applicable to such Insuring Agreement. The total amount that we will pay for **proof of loss costs** will be the sublimit of liability set forth in Item 6 of the Declarations for the Commercial Crime Coverage Part.

B. Sublimited Computer Restoration Costs Extension

We will pay **computer restoration costs** resulting directly from loss covered under the Fidelity Coverage Insuring Agreements A or the Computer Transfer Coverage Insuring Agreement D1 if such covered loss is in excess of the Retention applicable to such Insuring Agreement. The total amount that we will pay for **computer restoration costs** will be the sublimit of liability set forth in Item 6 of the Declarations for the Commercial Crime Coverage Part.

C. Sublimited Record Recovery Costs Extension

We will pay **record recovery costs** resulting directly from loss covered under the Fidelity Coverage Insuring Agreements A or the Inside and Outside Premises Coverage Insuring Agreements C if such covered loss is in excess of the Retention applicable to such Insuring Agreement. The total amount that we will pay for **record recovery costs** will be the sublimit of liability set forth in Item 6 of the Declarations for the Commercial Crime Coverage Part.

D. Legal Expense Costs

In addition to the limit of liability set forth in the Declarations, we will pay **legal expense costs** resulting directly from loss covered under the Forgery or Alteration Insuring Agreement B.

III. DEFINITIONS

Any defined word not defined in this Coverage Part will have the meaning assigned to it in the General Terms and Conditions. When used in this Coverage Part, the terms “you”, “your”, and “yours” mean any **insured entity**.

Alteration means the material modification of an original document by a person acting without authority and with the intent to deceive.

Client means any unit owner of yours to whom you provide goods or for whom you perform services while under a written contract for a fee; provided such contract does not include the governing documents of an **insured entity** and such fee does not include a standard periodic association membership fee.

Computer breach means the unauthorized and intentional use of **corrupt code** by a **third party** without the knowledge, consent, or intervention of you or your **employees**.

Computer restoration costs mean reasonable expenses incurred by you to recover or restore your **data**, software or other computer programs from a **computer breach**. **Computer restoration costs** will not include any expenses for computer hardware, or expenses that develop, upgrade, or enhance your **data**, software, or other computer programs, or **overhead expenses**.

Computer system means:
(i) computer hardware,
(ii) software; and
(iii) all peripheral devices linked through a network,
that are operated by you and either owned or leased by you and are used to store, collect, transmit, process, maintain, or retrieve your **data**. **Computer system** will include off-line media libraries.

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Computer transfer fraud means the unlawful taking of **money**, **securities**, or **property** resulting directly from a **computer breach**.

Communication means an electronic, telephone or written instruction received by the **insured entity** that directs an **employee** to:
(i) pay, transfer, or deliver **money** or **securities**, or
(ii) establish or change the method, destination, or account for payment or delivery of **money** or **securities**;
provided such instruction:
(a) contains a misrepresentation of a material fact; and
(b) is relied upon by an **employee** believing it to be true.

Corrupt code means any virus, malware, Trojan horse, worm or other code or software script used for the purpose of: (i) gaining or enabling unauthorized access to a **computer system**; or (ii) entering, deleting, or otherwise changing the instructions, program logic, or **data** of such **computer system**.

Counterfeit Fraud means any:
(i) money order allegedly issued by a post office, express company or financial institution which has been exchanged by you in good faith for merchandise, **money**, or services and such money order is not honored or paid upon presentation; or
(ii) official paper currency of any country that is counterfeit.

Cryptocurrency means any virtual or digital currency in which cryptography or other encryption security techniques are used to regulate the generation of units of currency and/or verify the transfer of funds, operating independently of a central bank.

Custodian means any natural person or entity duly authorized by you to have physical custody of **money**, **securities**, or **property**.

Data means information contained, processed, or stored in a **computer system**.

Discovered or **discovery** means when a **responsible person** acquired knowledge that would lead a reasonable person to believe a covered loss has occurred or will occur, whether or not the amount or details of such loss are known. **Discovery** or **discovered** will not include acquired knowledge of an **executive** participating in a **theft** or **forgery**, whether acting alone or in collusion with an **employee**.

Employee means any natural person while in your service (or within the first ninety (90) days immediately following termination of such service):
(i) on a full-time, part-time, seasonal, leased, or temporary basis, whom you compensate directly by salary, wages, or commissions, and whose service you have the right to direct and control;
(ii) as an **executive** serving in the scope of the usual duties of an **employee** defined in (i) above; or
(iii) as a student, intern, or volunteer.

Employee will also include:
(a) former or retired **employees** defined in (i) or (ii) above retained as a consultant for an **insured entity** (as evidenced by written contract);
(b) any **employee** defined in (i) or (ii) above while on medical, military leave, or any other business leave granted by you;
(c) any **independent contractor**; provided with respect to the Fidelity Coverage Employee Theft Insuring Agreement A1 such **independent contract** does not include any **employee** listed in paragraph (d) below; or
(d) solely with respect to the Fidelity Coverage Employee Theft Insuring Agreement A1: (i) the **property manager**; (ii) a **property manager employee**; or (iii) a natural person or entity appointed in writing by an **insured entity** to act as its agent in the capacity as bookkeeper or accountant, while acting on behalf of such **insured entity** in such capacity.

Employee does not include any agent, broker, factor, commission merchant, consignee, contractor (other than an **independent contractor**), or other such representative of the same general character.

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ERISA means the Employee Retirement Income Security Act of 1974, (including the Consolidated Omnibus Budget Reconciliation Act of 1985)(COBRA).

Executive means your directors, officers, governors, or managing members of a management committee, in-house General Counsel, Risk Manager, or any such functionally equivalent position.

Forgery means the actual signing of another person or organization's name with intent to deceive, but does not mean a signature that includes, in whole or in part, one's own name, signed with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures will be treated the same as hand-written signatures.

Fiduciary means any natural person who is required to be bonded by the Employee Retirement Income Security Act of 1974 (ERISA).

Financial Institution means any bank, savings bank, credit union, or similar depository institution, trust company, stock brokerage firm, or investment firm in which a **transfer account** is maintained.

Funds transfer fraud means an unlawful instruction, other than **forgery**, purportedly issued by you, directing a **financial institution** to transfer, pay, or deliver **money** or **securities** from your **transfer account** without your knowledge or consent.

Insured means any **insured entity** or any **plan**.

Legal expense costs mean reasonable fees, costs, and expenses incurred by you in defending any civil proceeding seeking to enforce payment of any **payment instrument**. **Legal expense costs** do not include **overhead expenses**.

Money means currency, coins, bullion, or bank notes having a face value; or travelers' checks, register checks, or money orders held for sale to the public.

Outside the premises means being conveyed from one person or place to another by you within the custody of a **custodian**. Such conveyance will be deemed to begin immediately upon receipt by such **custodian** and cease immediately upon delivery.

Overhead expenses mean the salaries, wages, fees, overhead, or benefit expenses associated with any **insured**.

Owner means any natural person who has an ownership interest in an **insured entity**.

Partner means any natural person who:
(i) has an ownership interest of ten percent (10%) or more in any **insured entity**, or
(ii) is a partner of any **insured entity** formed as a partnership.

Payment instrument means any: (i) checks, drafts, or similar written promises, orders, or directions to pay a sum certain in **money**, that are made or drawn by or drawn upon by you, by anyone acting as your agent or purporting to have been so made or drawn; or (ii) written instrument required in connection with any credit or debit card issued to you or at your request to any **employee**.

Personal information means any nonpublic personal information relating to an identified or identifiable natural person.

Plan means any employee benefit plan, pension benefit plan, or welfare benefit plan, as each is defined under **ERISA**, sponsored solely by an **insured entity** or sponsored jointly by an **insured entity** and a labor organization, for the benefit of your employees. **Plan** does not include any multi-employer plan.

Policy period will not include any **extended reporting period**.

Premises means the interior portion of any: (i) building that you occupy in conducting your business; or (ii) building, including the night depository chute, occupied by a **financial institution**.

Proof of loss costs mean reasonable expenses, other than **overhead expenses**, incurred by you to establish the amount of a covered loss. **Proof of loss costs** do not include fees or expenses related to the filing of, defense of or proposed civil or criminal litigation or actions.

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Property means any tangible property, other than **money** or **securities** that has intrinsic value. **Property** does not include computer programs or **data**.

Property manager means the entity or natural person providing **property management services** to the **named insured** or any **subsidiary**, including any such entity as a debtor in possession under United States bankruptcy law.

Property manager employee means any natural person in the regular service of a **property manager** in the ordinary course of such **property manager's** business, provided such **property manager** governs and directs in the performance of such service. Such natural persons include any part-time, seasonal, leased or temporary employee, or any duly elected or appointed director, officer, member of the board of managers or management committee member while performing **property management services** in such capacity.

Property management services mean the following services provided for a fee pursuant to a written contract in connection with the management of property under the ownership, management or control of the **insured entity**:
(i) development of management plans and budget;
(ii) oversight of physical maintenance of property;
(iii) solicitation, evaluation and securing of tenants and management of tenant relations, collection of rent and processing evictions;
(iv) development, implementation and management of loss control and risk management plans for real property;
(v) solicitation and negotiation of contracts for sale and leasing of real property;
(vi) development, implementation and management of contracts and subcontracts (excluding property and liability insurance contracts) necessary to the daily functioning of the property;
(vii) personnel administration; or
(viii) record keeping.

Record recovery costs mean reasonable expenses, other than **overhead expenses**, incurred by you to reproduce information contained in any lost or damaged manuscripts, records, accounts, ledgers, or other similar recordkeeping methods that are lost or damaged for a reason other than a **computer breach**.

Responsible person will also mean the President, Director of Human Resources or such functionally equivalent positions of the **insured**, or the person responsible for the purchase and placement of your insurance.

Robbery means the unlawful taking of **money**, **securities**, or **property** from a **custodian** by a third party who: (i) causes or threatens physical harm to such **custodian**; or (ii) commits an unlawful act in the presence of such **custodian** or any other witness.

Safe burglary means the unlawful taking of **money**, **securities**, or **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. **Safe burglary** will also include the unlawful taking of a safe or vault from within the **premises**.

Securities mean negotiable and non-negotiable instruments or contracts representing either **money** or **property**. **Securities** include tokens, tickets, revenue, and other stamps in current use as well as evidences of debt issued in connection with credit or charge cards, which cards are not issued by you. **Securities** do not include **money**.

Social engineering fraud means the intentional misleading of an **employee** through the use of a **communication** by a person or entity who is not, but purports to be, an **owner**, **client**, **employee**, or **vendor**.

Theft means the unlawful taking of **money**, **securities**, or **property** to the deprivation of: (i) an **insured**; or (ii) solely with respect to the Client Fidelity Coverage Insuring Agreement A2, a **client**.

Third party means a natural person other than:
(i) an **employee**; or
(ii) a natural person acting in collusion with an **employee**.

Trading means any loss as a result of trading in a genuine or fictitious account.

Transfer account means an account you maintain at a **financial institution** from which you can initiate the transfer, payment, or delivery of **money** or **securities**.

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Vendor means any person or entity that has provided goods or services to you under a genuine, pre-existing arrangement or other written agreement. **Vendor** does not include any **financial institution**, asset manager, armored motor vehicle company, or such similar entity.

War means any: (i) war, including undeclared or civil war; (ii) 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 (iii) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

IV. COVERAGE PART EXCLUSIONS

A. Exclusions applicable to all Insuring Agreements

1. This policy does not cover:

(a) Acts
loss or damage resulting from any fraudulent, dishonest or criminal act committed by:
(i) your **partners** whether acting alone or in collusion with others, provided this exclusion (i) will not apply to the ERISA Plan Fidelity Coverage Insuring Agreement A3;

(ii) an **employee**, whether acting alone or in collusion with others, except when covered under the Fidelity Coverage Insuring Agreements; or

(iii) an **employee** who had committed any criminal, fraudulent or dishonest act prior to his/her employment with the **insured entity** involving any property valued at $25,000 or more, provided that you, or any of your **executives**, had knowledge of such act prior to the inception of this policy.

(b) Advantage
loss by any **insured** to the advantage of any other **insured**.

(c) Authority
loss or damage resulting from seizure or destruction of property by order of governmental authority.

(d) Confidential Information
loss or unauthorized use of confidential information of any kind including trade secrets, patents, processing methods, or customer lists, whether such confidential information is yours or others.

(e) Cryptocurrency
loss of or damage to **cryptocurrency**.

(f) Custody
loss of or damage to **money**, **securities**, or **property** while in the custody of any **custodian**, unless the loss or damage is in excess of the amount you recover under any contract with or insurance carried by such **custodian**.

(g) Data Security Breach Expenses
loss arising from a data security breach including:
(i) forensic audit expenses;
(ii) fines, penalties, or expenses to comply with Payment Card Industry Data Security Standard or such similar federal and state laws, statutes, or standards;
(iii) notification expenses to individuals whose **personal information** may have been stolen, accessed, downloaded or misappropriated while in the **insured entity's** care, custody or control.

(h) Exchanges
loss or damage resulting from the giving or surrendering of **money**, **securities**, or **property** in any exchange or purchase with a **third party**, provided that this exclusion (h) will not apply to otherwise covered loss under the Fidelity Coverage Insuring Agreements A, the Counterfeit Coverage Insuring Agreement E, or otherwise covered loss of **property** under the Computer Transfer Coverage Insuring Agreement D1.

(i) Fire

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loss or damage resulting from fire, except loss of **money** or **securities**, or damage to any safe or vault in a **safe burglary**.

(j) Indirect Loss
loss that is indirect or consequential including:
(i) loss of income, profits or revenue;
(ii) fines or penalties;
(iii) payment of damages for which you are legally liable, except for compensatory damages arising directly from covered loss under this Coverage Part;
(iv) legal fees, costs or expenses incurred in defending or prosecuting any legal action, except for **legal expense costs**;
(v) fees, costs or expenses incurred in establishing the amount of a covered loss under this Coverage Part, except for **proof of loss costs**; or
(vi) costs to reproduce information contained in any lost or damaged property, except for **record recovery costs** or **computer restoration costs**.

(k) Kidnap/Ransom or Extortion
loss or damage as a result of kidnap, ransom or other extortion payment (except in a **robbery**) surrendered under threat of bodily harm, or damage to (including loss of use) property (including a **computer system**).

(l) Known Loss
loss or damage that an **insured discovered** prior to the inception of this policy.

(m) Nuclear
loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, regardless of cause.

(n) Trading
loss resulting from any authorized or unauthorized **trading**, whether or not in your name and whether or not in a genuine or fictitious account, provided this exclusion (n) will not apply to direct losses caused by **theft** or **forgery**, committed by an **employee**, which result in improper financial gain to such **employee**.

(o) War
loss or damage resulting from **war**.

B. Exclusions Applicable to Specific Insuring Agreements

1. This policy does not cover loss or damage under the Inside and Outside Premises Insuring Agreements C:

(a) Accounting
resulting from accounting or arithmetical errors or omissions.

(b) Mail
while the **money** or **securities** is in the mail.

(c) Other Coverages
due to **forgery**, **computer transfer fraud**, **funds transfer fraud**, **social engineering fraud**, or **counterfeit fraud**.

2. This policy does not cover loss under the Forgery or Alteration Coverage Insuring Agreement B caused by or attributable to **computer transfer fraud**, **funds transfer fraud** or **social engineering fraud**.

3. This policy does not cover loss under the Computer Transfer Coverage Insuring Agreement D1 caused by or attributable to **funds transfer fraud** or **social engineering fraud**.

4. This policy does not cover loss under the Funds Transfer Coverage Insuring Agreement D2 caused by or attributable to **computer transfer fraud** or **social engineering fraud**.

5. This policy does not cover loss under the Social Engineering Fraud Transfer Coverage Insuring Agreement D3:

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(a) Contract
due to the failure of any party to perform under any contract.

(b) Credit
due to the extension of any loan, credit, or similar promise to pay.

(c) Defect
due to failure, malfunction, inadequacy, or illegitimacy of any product or service.

(d) Gambling
due to any gambling, game of chance, lottery, or similar game.

(e) In Transit
or damage to **money** or **securities** while in the mail or in the custody of any carrier for hire including any armored vehicle company.

(f) Investment
due to investment in any **securities**, or ownership in any entity or real property or similar investment, whether or not such investment is genuine.

(g) Other Coverages
caused by or attributable to **computer transfer fraud**, **funds transfer fraud**, or **counterfeit fraud**.

(h) Payment Card
due to any party's use or acceptance of any credit card, debit card, or similar payment method, whether genuine or not.

V. LIMITS OF LIABILITY, SINGLE LOSS AND RETENTIONS

A. Maximum Limit

Subject to the following Section VI ERISA Plans:

(i) the most we will pay for each loss or damage regardless of the number of **insureds** or **plans** sustaining the loss or damage is the limit of liability set forth in Item 6 of the Declarations for the Commercial Crime Coverage Part of the Declarations. In the event of more than one **insured** incurring loss or damage, the most we will pay will not exceed the amount we would be liable for if all losses or damages were incurred by one **insured**; and

(ii) if any loss or damage is covered under more than one Insuring Agreement or Coverage Extension (other than the Legal Expenses Costs Coverage Extension D), the most we will pay will not exceed the largest applicable limit of liability of any applicable Insuring Agreement.

(iii) if any loss is covered under the Forgery or Alteration Coverage Insuring Agreement B and the Legal Expenses Costs Coverage Extension D, the most we will pay for direct loss resulting from such **forgery** or **alteration** will not exceed the limit of liability set forth in Item 6B of the Declarations for the Commercial Crime Coverage Part.

B. Non-Accumulation of Limit

Our limit of liability will not be cumulative from **policy period** to **policy period** regardless of the number of years this coverage remains in effect or the premiums paid.

C. Single Loss

All loss resulting from any single act, a number of acts, or a series of acts by any **employee(s)** or any other party or parties, and all loss whether such acts occurred before or during the **policy period**, will be treated as a single loss.

D. Retention

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We will only be liable for that part of loss or damage which exceeds the applicable Retention set forth in Item 6 of the Declarations for the Commercial Crime Coverage Part.

In the event an **insured** receives payment for loss or damage, after applying a retention or deductible, under another policy or bond ("other insurance"), for loss or damage also covered under this Coverage Part, then the applicable Retention for such loss or damage under this Coverage Part will be reduced by the amount of such other retention or deductible paid by you under the other insurance.

VI. ERISA PLANS

A. Conditions

Solely with respect to loss incurred by a **plan** that is covered under the ERISA Plan Fidelity Coverage Insuring Agreement A3:

(i) payment for all covered loss will be to the **plan** incurring such loss;
(ii) if two or more **plans** are insured under this policy, any payment made by us for loss:
  (a) sustained by two or more **plans**; or
  (b) of commingled **money**, **securities** or **property** of two or more **plans**,
  will be shared by each **plan** sustaining the loss in the proportion that the amount of insurance required for each such **plan** under **ERISA** bears to the total of such payments;
(iii) no Retention will apply to such loss;
(iv) if such payment is in excess of the amount of coverage required by **ERISA** for such **plan**, such excess will be held for the use and benefit of any other **plan** should such **plan** also discover loss recoverable under this Coverage Part; and
(v) the definition of **theft** set forth in Section II Definitions above is deleted and replaced with the following:

Theft means any fraudulent or dishonest act, including larceny, theft, embezzlement, misappropriation, wrongful abstraction, wrongful conversion, and willful misapplication.

B. Limit

If the limit of liability set forth in item 6 of the Declarations for the Commercial Crime Coverage Part is less than or equal to the limit of insurance required under **ERISA** then the limit of liability will be deemed increased to the lesser amount to meet such requirement or:
(i) $500,000 if the **plan** does not have any qualified employer securities; or
(ii) $1,000,000 if the **plan** includes qualified employer securities.

VII. NOTICE AND PROOF OF LOSS IN THE EVENT OF LOSS DISCOVERED

As a condition precedent to any obligation to you under this Coverage Part:

A. Requirements

upon **discovery** the **named insured** as soon as practicable but no later than one hundred and eighty (180) days after **discovery** must:
(i) provide written notice to us; and
(ii) provide written proof of loss or damage with full and sufficient details to establish the loss or damage.

B. Conditions

(i) upon our request the **insured** incurring the loss or damage will:
  (a) maintain and preserve all records relevant to the loss to allow for verification of and proof;
  (b) produce records relevant to the loss as reasonably requested by us;
  (c) submit to an examination under oath;
  (d) allow us access for examination and inspection of records or relevant other information.

(ii) you may offer an inventory computation in determining the value of loss claimed, but only where you have established, wholly apart from such computation, that you have sustained a covered loss, caused by an **employee**.

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VIII. OWNERSHIP INTERESTS AND PAYMENT OF LOSS

A. Covered loss or damage under this Coverage Part is limited to:
   (i) **money**, **securities**, **property**, or **premises** an **insured entity** owns, leases, or holds for others;
   (ii) **premises** an **insured entity** is legally liable for and was legally liable for prior to the date the loss or damage occurred; or
   (iii) solely for the purposes of the Client Fidelity Coverage Insuring Agreement A2, **money**, **securities**, or **property** owned or held by a **client** for which you or your **client** are legally liable.

B. Any coverage under this Coverage Part is for the benefit of the **named insured** only and provides no rights or benefits to any other person or organization.

C. Any payment of loss or damage, other than with respect to a **plan**, under this Coverage Part will be to the **named insured**, or jointly to the **named insured** and any payee as directed by the **named insured**.

D. In the event of payment of loss or damage by us, you agree to transfer to us all of your rights of recoveries against any person or entity.

IX. CHANGE OF CONTROL

In the event of a **change of control** coverage under this Coverage Part will continue until the expiration of the **policy period** unless otherwise cancelled or terminated as described herein.

X. SUBSIDIARY

A **subsidiary** and its **plans** acquired or created before or during the **policy period** will be afforded coverage for loss **discovered** during the **policy period**, subject to the following Section XI Liability for Prior Losses or Damages. There will be no acquisition threshold with respect to any **subsidiary**.

XI. LIABILITY FOR PRIOR LOSSES OR DAMAGES

Coverage for loss or damages incurred prior to the effective date:
(i) of this Coverage Part;
(ii) for any additional **insureds** (pursuant to Section X Subsidiary above); or
(iii) any coverage added by endorsement;

will be subject to the following:

(a) if you or any of your predecessor(s) in interest carried a prior bond or policy that afforded coverage for a loss or damage incurred during the period of such prior bond or policy (the “former policy”) and the former policy was not issued by us or any of our subsidiaries or affiliates and such loss or damage was first **discovered** before the expiration of the discovery period under the former policy, then no coverage will be available under this Coverage Part, unless the total amount of covered loss or damage exceeds the limit of liability of the former policy. Our limit of liability for any such loss or damage will be in excess of the limit of liability of the former policy and subject to all of the terms and conditions of this Coverage Part.

(b) if you or any of your predecessor(s) in interest carried a prior bond or policy that afforded coverage for a loss or damage incurred during the period of such prior bond or policy (the “prior policy”) and the prior policy was issued by us or any of our subsidiaries or affiliates, then the prior policy will terminate as of the inception of this policy and the prior policy will not cover any loss or damage not **discovered** and noticed to us prior to the inception of this policy. Our limit of liability for such loss or damage will be the applicable limit of liability set forth in Item 6 of the Declarations for the Commercial Crime Coverage Part.

(c) Section XVI Other Insurance will not apply in the event that paragraphs (a) or (b) directly above apply.

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XII. TERMINATION OF COVERAGE

A. Employee

Coverage under this Coverage Part will terminate immediately with respect to any **employee** upon **discovery** of any unlawful taking of property or any criminal, fraudulent, or dishonest act, in excess of ($1,000) one-thousand dollars, committed by such **employee** while employed by the **insured entity**.

B. Cessation of Subsidiary

Coverage under this Coverage Part will terminate immediately with respect to any **insured entity** on the date that such entity ceases to be a **subsidiary** of the **named insured**.

C. Liquidation or Dissolution of the Named Insured

Coverage under this Coverage Part will terminate immediately for any loss or damage occurring after the **named insured's** liquidation or dissolution.

D. Prior Bonds or Policies

Any prior bonds or policies issued by us or any of our subsidiaries or affiliates will terminate, if not already terminated, as of the inception of this policy.

XIII. DISCOVERY PERIOD

If this policy is cancelled or terminated for reason other than non-payment, we will pay:

(i) loss or damage to an **insured** if such loss or damage is **discovered** within ninety (90) days after the effective date of cancellation or termination;
(ii) loss to a **plan** if such loss is **discovered** within one (1) year after the effective date of cancellation or termination.

Provided, any discovery period referenced above will terminate immediately at the inception date of any other insurance policy replacing the insurance afforded under this Coverage Part, regardless of whether the replacement insurance policy provides coverage for such loss.

XIV. LEGAL PROCEEDINGS

It is agreed that no action may be taken against us earlier than ninety (90) days after a proof of loss has been provided to us or later than two (2) years after **discovery**.

XV. VALUATION

For purposes of determining valuation for covered loss or damages the following will apply:

A. **Securities** valuation will be based upon the lesser of the actual market value of the lost, damaged or destroyed **securities** on the day before the loss was **discovered**, or the cost of any lost instrument bond required to issue duplicate **securities**.

B. **Money** valuation will be based upon the actual face value of the **money** on the date the loss was **discovered**. United States of America currency value of foreign currency will be based on the exchange rate published by the *Wall Street Journal* on the date the loss was **discovered**.

C. **Property** valuation will be based upon the lesser of the following:
(i) actual cash value of the **property** on the date the loss was **discovered**;
(ii) cost to repair or replace the **property** (other than precious metals) with that of similar quality and value on the date the proof of loss was submitted;
(iii) purchase price paid by you for the **property**.

D. United States of America currency value of precious metals will be based on the rate published by the *Wall Street Journal* for precious metals on the date the loss was **discovered**.

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XVI. OTHER INSURANCE

This Coverage Part does not apply to loss or damage recoverable or recovered under any other bond, insurance or indemnity. However, if the limit of the other bond, insurance or indemnity is insufficient to cover the entire amount of the loss or damage, this Coverage Part, subject to all of its limits of liability, terms and conditions will apply to that part of the loss or damage in excess of the Retention, and the amount recoverable or received under such other bond, insurance or indemnity.

XVII. RECOVERIES

Notwithstanding Section XIII Subrogation and Recoupment of the General Terms and Conditions, in the event that we make any recovery of loss or damage paid by us, such recovery will be distributed as follows:

(i) to you, until you are fully reimbursed for any loss or damage that you sustain that exceeds the limit of liability and the Retention, if any;
(ii) then to us, until we are reimbursed for any loss or damage paid by us; and
(iii) then to you until you are reimbursed for that part of the loss or damage equal to the Retention, if any.

Any recovery to be distributed will not include amounts from:
(a) insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
(b) original **securities** after duplicates of the **securities** have been issued.

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TELEPHONE TOLL FRAUD ENDORSEMENT

In consideration of the premium, the Commercial Crime Coverage Part is amended as follows:

I. Item 6 of the Commercial Crime Coverage Part Declarations is amended to add the following:

TELEPHONE TOLL FRAUD

- Single Loss Limit of Liability: $50,000
- Single Loss Retention: $2,500

II. Section I, Insuring Agreements is amended to add the following Insuring Agreement

TELEPHONE TOLL FRAUD

We will pay for loss sustained by an **insured** resulting directly from **telephone toll fraud**.

It is a condition precedent to coverage under this Insuring Agreement that the **insured** provide written notice of the loss at the earliest practicable moment to us, but in no event later than sixty (60) days after the receipt of the first telephone service charge bill from the telephone carrier in which **telephone toll fraud** is documented.

III. Solely with respect to the coverage provided by this endorsement, Section III, Definitions is amended to add the following definitions:

- **Telephone toll fraud** means the fraudulent infiltration and manipulation of the **insured's telephone system** by a person other than an **employee** which results in the **insured entity** being liable for toll and line charges.
- **Telephone system** means a private branch exchange, voice mail processor, automated callback attendants or **computer system**, which operates in the same manner, and which is:
  (i) owned or leased by an **insured entity**; and
  (ii) used for the direction or routing of telephone calls in a voice communication **computer system**.

IV. Solely with respect to the coverage afforded by this endorsement, Section IV, Coverage Part Exclusions is amended to add the following exclusions:

This policy does not cover:

- loss as a result of a threat:
  (a) to do bodily harm to any person;
  (b) to do damage to the premises or **property** of an **insured**;
  (c) to do damage to a **computer system** operations, or
  (d) to do damage to a **telephone system**;
- resulting directly or indirectly from the use of a telephone credit, debit, charge, identification or similar card;
- resulting directly or indirectly from the input of **data** into a **computer system** terminal device either on the premises of a customer of the **insured** or under the control of such customer by a person who had authorized access to the customer's authentication mechanism;
- more than thirty (30) days after the last day of the billing cycle shown in the first telephone service charge bill from the telephone carrier in which **telephone toll fraud** is documented.

V. Solely with respect to the coverage provided by this endorsement, Section VII, Notice and Proof of Loss in the Event of Loss Discovered is amended to add of the following:

After the **insured** discovers an incident of **telephone toll fraud**, the **insured** must take all reasonable steps to curtail the unauthorized use of the **telephone system** and otherwise mitigate the loss by notifying the installer of the **telephone system** and the affected telephone carriers.

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All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONDITIONAL RENEWAL ENDORSEMENT-WISCONSIN

Wherever used in this endorsement: 1) Insurer means “we”, “us”, “our” or the “Company” as those terms are defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) “Insured(s)” means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are amended to add the following:

CONDITIONAL RENEWAL

I. If the Insurer offers to renew the policy on less favorable terms or at higher premiums, the new terms or premiums take effect on the renewal date if the Insurer mailed via first class mail or delivered to the Named Insured notice of the new terms or premiums at least sixty (60) days prior to the renewal date. If the Insurer notifies the Named Insured within sixty (60) days prior to the renewal date, the new terms or premiums do not take effect until sixty (60) days after the notice is mailed or delivered, in which case the Named Insured may elect to cancel the renewal policy at any time during the sixty (60) day period. The notice shall include a statement of the Named Insured’s right to cancel.

   If the Named Insured elects to cancel the renewal policy during the sixty (60) day period, return premiums or additional premium charges shall be calculated proportionately on the basis of the old premiums. If the Insurer does not notify the Named Insured of the new premiums or terms as required by this subsection prior to the renewal date, the Insurer shall continue the policy for an additional period of time equivalent to the expiring term and at the same premiums and terms of the expiring Policy

II. The above paragraph does not apply if the only change that is adverse to the Named Insured is a premium increase:

   A. less than 25% and is generally applicable to the class of business to which the policy belongs.

   B. the premium increase results from a change based on the action by the Insured that alters the nature of the risk insured against.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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TRAVELERS

One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

INSURING COMPANY:
FIDELITY AND GUARANTY INSURANCE COMPANY

Named Insured: HIDDEN OAKS OF GREENFIELD

Policy Number: BIP-2W14693A-25-42
Policy Effective Date: 12/01/2025
Policy Expiration Date: 12/01/2026
Issue Date: 11/14/2025
RETURN **Premium $** -2,789.00

Effective from 12/01/25 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

Property - Changed

On the Travelers Property Coverage Part Declarations, one or more Additional Coverages and/or Optional Coverages is/are changed. Refer to Declarations page attached.

Under the Travelers Property Coverage Part, Equipment Breakdown Expanded coverage is changed. Refer to form(s) attached.

Forms - Added

The following forms and/or endorsements is/are included with this change. These forms are added to forms already existing on the policy:
IL T0 07 09 87

Forms - Changed

The following forms and/or endorsements is/are included with this change. These forms replace forms already existing on the policy:
TP T0 01 07 18

Forms - Deleted

The following forms and/or endorsements is/are deleted from the policy:
TP T0 29 07 18

Rates and/or Premiums - Changed

Rates and/or premiums have been changed to reflect a change in the exposure and/or rating procedure.

NAME AND ADDRESS OF AGENT OR BROKER

ROBERTSON RYAN & ASSOC
330 E KILBOURN AVE STE 850

MILWAUKEE WI 53202NULL

Countersigned by

Authorized Representative

DATE: 11/14/2025

Office: NAPERVILLE IL

TRAVELERS PROPERTY
COVERAGE PART DECLARATIONS

POLICY NO.: BIP-2W14693A-25-42
ISSUE DATE: 11/14/2025

INSURING COMPANY: FIDELITY AND GUARANTY INSURANCE COMPANY

FORM OF BUSINESS: ASSOCIATION

DECLARATIONS PERIOD: From 12-01-25 to 12-01-26 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

TRAVELERS PROPERTY COVERAGE PART

The Travelers Property Coverage Part consists of these Declarations and the attached Supplemental Declaration(s), Schedule(s), Table of Contents, Commercial Property Conditions, the Coverage Form(s), and endorsements.

1. COVERAGE: Insurance applies only to premises location(s) and building number(s) shown in the Supplemental Declarations. Unless otherwise provided under TP T3 80 Travelers Property Specific Limits Endorsement, the Supplemental Declarations will show coverage(s), optional coverage(s) and applicable Limits of Insurance that apply to such premises location(s) and building number(s).

   If a specified limit of insurance is shown below for:

   a. Tenant Improvements and Betterments;

   b. Stock; or

   c. Personal Property of Others;

   then that limit is not included in the Business Personal Property Limit of Insurance:

   If *Not Covered* is shown for Stock or Personal Property of Others, then that property is not covered under Business Personal Property for that premises location and building number

TRAVELERS PROPERTY COVERAGE FORM:

2. ADDITIONAL COVERAGES & COVERAGE EXTENSIONS

   The following Additional Coverages and Coverage Extensions are provided under the Coverage Form listed above for the Limits of Insurance shown. These Limits of Insurance apply in any one occurrence unless otherwise stated.

   Some Additional Coverages and Coverage Extensions or the applicable Limits of Insurance may be modified by endorsement(s) attached to this policy. There may also be other Additional Coverages or Coverage Extensions within your policy. Please read it carefully.

Additional Coverages	Limits Of Insurance
Limited Coverage Fungus, Wet Rot or Dry Rot	$ 15,000

3. DEDUCTIBLE: The following deductible applies unless a different or more specific deductible is indicated within this Declarations or by endorsement.

   $ 10,000 per occurrence

BUILDING GLASS DEDUCTIBLE
$ 10,000 per occurrence

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM:

If a time period or dollar limit is shown below for the Business Income (And Extra Expense) Coverage Form or Extra Expense Coverage Form, the applicable Blanket Limit applies to all premises location(s) and building number(s), unless *Not Covered* is shown for a premises location(s) or a specific Business Income (And Extra Expense) or Extra Expense Coverage Form limit is shown for a premises location(s) and building number(s) in the Supplemental Declarations or Travelers Property Specific Limits Endorsement (TP T3 80).

BUSINESS INCOME (AND EXTRA EXPENSE) BLANKET LIMIT
$ 9,600

Rental Value: Include

Ordinary Payroll: Include

Period of Restoration - Time Period: Immediately

Extended Business Income: 60 days

Dependent Properties - within coverage territory $ 10,000
Dependent Properties - outside coverage territory *Not Covered*

Interruption of Computer Operations $ 25,000

Supplemental Declarations

PREMISES LOCATION NO.: 001 **BUILDING NO. :** ALL

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	$ 16,396,490 Blanket 1	RC*	N/A	0.0%

*Replacement Cost

PREMISES LOCATION NO.: 002 **BUILDING NO. :** 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	Include in Blanket 1	RC*	N/A	0.0%

*Replacement Cost

TRAVELERS PROPERTY
COVERAGE PART DECLARATIONS

POLICY NO.: BIP-2W14693A-25-42
ISSUE DATE: 11/14/2025

PREMISES LOCATION NO.: 003 **BUILDING NO. :** 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	Include in Blanket 1	RC*	N/A	0.0%

*Replacement Cost

POLICY NUMBER: BIP-2W14693A-25-42

EFFECTIVE DATE: 12/01/2025

ISSUE DATE: 11/14/2025

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

*	IL T0 07 09 87	CHANGE ENDORSEMENT
	IL T4 23 07 18	COMMON POLICY DECLARATIONS
*	TP T0 01 07 18	TRAVELERS PROPERTY COVERAGE PART DECLARATIONS
*	IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
	IL T4 25 07 18	COMMON POLICY CONDITIONS
	IL T0 20 02 05	ADDITIONAL LOCATIONS

BUSINESSOWNERS

TP T3 00 09 22	DIGITAL ASSETS EXCLUSIONS - DIGITAL CURRENCY AND NON-FUNGIBLE TOKENS
TP T3 51 07 18	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
TP T1 30 07 18	TABLE OF CONTENTS - TRAVELERS PROPERTY COVERAGE PART
TP T1 03 07 18	AMENDATORY PROVISIONS CONDOMINIUM ASSOCIATION COVERAGE
CP T3 81 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
TP T3 63 11 23	POWER PAC PREMIER
TP T3 70 09 22	ELECTRONIC VANDALISM LIMITATION AND OTHER CHANGES
TP T3 79 07 18	CAUSES OF LOSS - EQUIPMENT BREAKDOWN
TP T3 82 07 18	CRIME ADDITIONAL COVERAGES
TP T1 00 07 18	TRAVELERS PROPERTY COVERAGE FORM
TP T1 01 07 18	TRAVELERS BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
TP T3 06 07 18	SEWER OR DRAIN BACK UP AND OPTIONAL SUMP OVERFLOW
TP T1 71 07 18	BUILDING OWNERS ENDORSEMENT
CP T9 69 02 11	WISCONSIN CHANGES
TP T4 19 07 18	WISCONSIN CHANGES

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
CG T0 07 04 09	DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG T1 00 02 19
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 04 11 85	ADDITIONAL INSURED - CONDOMINIUM UNIT OWNERS
CG D2 37 02 19	EXCLUSION - REAL ESTATE DEVELOPMENT ACTIVITIES - COMPLETED OPERATIONS
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCLUSION
CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC
MP T1 25 11 03	HIRED AUTO AND NON-OWNED AUTO LIABILITY
CG D2 43 09 24	FUNGI OR BACTERIA EXCLUSION

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D9 44 01 23	EXCLUSION - VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS
CG D0 76 06 93	EXCLUSION - LEAD
CG D1 42 02 19	EXCLUSION - DISCRIMINATION

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY
CG 01 24 01 93	WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS

INTERLINE ENDORSEMENTS

IL T0 63 07 22	ACTUAL CASH VALUE
IL T3 68 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 40 10 20	PROTECTION OF PROPERTY
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 83 11 18	WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN UN WI 02 18	IMPORTANT NOTICE - COMPLAINTS - WISCONSIN
PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

COMMERCIAL INSURANCE POLICY

TRAVELERS BOP

PREPARED FOR:

HIDDEN OAKS OF GREENFIELD
1665 N WATER ST
MILWAUKEE, WI 53202-2061

PRESENTED BY:

ROBERTSON RYAN & ASSOC
330 E KILBOURN AVE STE 850
MILWAUKEE, WI 53202NULL

Claims Reporting: 1-800-238-6225

Policy Period: 12/01/2025 through 12/01/2026

Policy Number: BIP-2W14693A-25-42

Insuring Company: FIDELITY AND GUARANTY INSURANCE COMPANY

TRAVELERS

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COMMON POLICY DECLARATIONS

POLICY NO.: BIP-2W14693A-25-42
ISSUE DATE: 10/22/2025

BUSINESS: Residential Con

INSURING COMPANY: FIDELITY AND GUARANTY INSURANCE COMPANY

1. **NAMED INSURED AND MAILING ADDRESS:**
HIDDEN OAKS OF GREENFIELD
1665 N WATER ST
MILWAUKEE WI 53202-2061

2. **POLICY PERIOD:** From 12/01/2025 to 12/01/2026 12:01 A.M. Standard Time at your mailing address.

3. **DESCRIPTION OF PREMISES:**

PREM. LOC.NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)

SEE IL T0 20 02 05

4. **COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES**

COVERAGE PARTS and SUPPLEMENTS	INSURING COMPANY
Travelers Property Coverage Part	SFG
Commercial General Liability Coverage Part	SFG

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. **SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
DIRECT BILL		

7. **PREMIUM SUMMARY:**

Provisional Premium	$	38,117.00
Due at Inception	$	
Due at Each	$	

NAME AND ADDRESS OF AGENT OR BROKER
ROBERTSON RYAN & ASSOC 75647
330 E KILBOURN AVE STE 850
MILWAUKEE
WI 53202NULL

COUNTERSIGNED BY: _____
Authorized Representative

DATE: 10/22/2025

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

TRAVELERS PROPERTY
COVERAGE PART DECLARATIONS

POLICY NO.: BIP-2W14693A-25-42
ISSUE DATE: 10/22/2025

INSURING COMPANY: FIDELITY AND GUARANTY INSURANCE COMPANY

FORM OF BUSINESS: ASSOCIATION

DECLARATIONS PERIOD: From 12-01-25 to 12-01-26 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

TRAVELERS PROPERTY COVERAGE PART

The Travelers Property Coverage Part consists of these Declarations and the attached Supplemental Declaration(s), Schedule(s), Table of Contents, Commercial Property Conditions, the Coverage Form(s), and endorsements.

1. COVERAGE: Insurance applies only to premises location(s) and building number(s) shown in the Supplemental Declarations. Unless otherwise provided under TP T3 80 Travelers Property Specific Limits Endorsement, the Supplemental Declarations will show coverage(s), optional coverage(s) and applicable Limits of Insurance that apply to such premises location(s) and building number(s).

   If a specified limit of insurance is shown below for:

   a. Tenant Improvements and Betterments;

   b. Stock; or

   c. Personal Property of Others;

   then that limit is not included in the Business Personal Property Limit of Insurance:

   If *Not Covered* is shown for Stock or Personal Property of Others, then that property is not covered under Business Personal Property for that premises location and building number

TRAVELERS PROPERTY COVERAGE FORM:

2. ADDITIONAL COVERAGES & COVERAGE EXTENSIONS

   The following Additional Coverages and Coverage Extensions are provided under the Coverage Form listed above for the Limits of Insurance shown. These Limits of Insurance apply in any one occurrence unless otherwise stated.

   Some Additional Coverages and Coverage Extensions or the applicable Limits of Insurance may be modified by endorsement(s) attached to this policy. There may also be other Additional Coverages or Coverage Extensions within your policy. Please read it carefully.

Additional Coverages	Limits Of Insurance
Limited Coverage Fungus, Wet Rot or Dry Rot	$ 15,000

3. DEDUCTIBLE: The following deductible applies unless a different or more specific deductible is indicated within this Declarations or by endorsement.

   $ 2,500 per occurrence

BUILDING GLASS DEDUCTIBLE
$ 2,500 per occurrence

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM:

If a time period or dollar limit is shown below for the Business Income (And Extra Expense) Coverage Form or Extra Expense Coverage Form, the applicable Blanket Limit applies to all premises location(s) and building number(s), unless *Not Covered* is shown for a premises location(s) or a specific Business Income (And Extra Expense) or Extra Expense Coverage Form limit is shown for a premises location(s) and building number(s) in the Supplemental Declarations or Travelers Property Specific Limits Endorsement (TP T3 80).

BUSINESS INCOME (AND EXTRA EXPENSE) BLANKET LIMIT
$ 9,600

Rental Value: Include

Ordinary Payroll: Include

Period of Restoration - Time Period: Immediately

Extended Business Income: 60 days

Dependent Properties - within coverage territory $ 10,000
Dependent Properties - outside coverage territory *Not Covered*

Interruption of Computer Operations $ 25,000

Supplemental Declarations

PREMISES LOCATION NO.: 001 **BUILDING NO. :** ALL

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	$ 16,396,490 Blanket 1	RC*	N/A	0.0%

*Replacement Cost

PREMISES LOCATION NO.: 002 **BUILDING NO. :** 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	Include in Blanket 1	RC*	N/A	0.0%

*Replacement Cost

TRAVELERS PROPERTY
COVERAGE PART DECLARATIONS

POLICY NO.: BIP-2W14693A-25-42
ISSUE DATE: 10/22/2025

PREMISES LOCATION NO.: 003 **BUILDING NO. :** 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	Include in Blanket 1	RC*	N/A	0.0%

*Replacement Cost

POLICY NUMBER: BIP-2W14693A-25-42

EFFECTIVE DATE: 12/01/2025

ISSUE DATE: 10/22/2025

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

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TP T0 01 07 18	TRAVELERS PROPERTY COVERAGE PART DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T4 25 07 18	COMMON POLICY CONDITIONS
TP T0 29 07 18	IMPORTANT INFORMATION FOR POLICYHOLDERS
IL T0 20 02 05	ADDITIONAL LOCATIONS

BUSINESSOWNERS

TP T3 00 09 22	DIGITAL ASSETS EXCLUSIONS - DIGITAL CURRENCY AND NON-FUNGIBLE TOKENS
TP T3 51 07 18	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
TP T1 30 07 18	TABLE OF CONTENTS - TRAVELERS PROPERTY COVERAGE PART
TP T1 03 07 18	AMENDATORY PROVISIONS CONDOMINIUM ASSOCIATION COVERAGE
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TP T3 82 07 18	CRIME ADDITIONAL COVERAGES
TP T1 00 07 18	TRAVELERS PROPERTY COVERAGE FORM
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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 or any Coverage Part 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. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

5. If this policy or any Coverage Part 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 as 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 but not obligated 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

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect

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at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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.

G. TRAVELERS PROPERTY COVERAGE PART or COMMERCIAL GENERAL LIABLITY COVERAGE PART – REFERENCES TO FORMS AND ENDORSEMENTS

In some instances, the Common Policy Declarations may list endorsements included in the Travelers Property Coverage Part or General Liability Coverage Part that reference:

1. The Commercial Property Coverage Part;

2. The Commercial General Liability or Liquor Liability Coverage Part;

3. Commercial Property forms including the following:

a. Building and Personal Property Coverage Form;

b. Business Income Coverage Form;

c. Commercial Property Conditions;

d. Condominium Association Coverage Form;

e. Condominium Commercial Unit-Owners Coverage Form;

f. Causes of Loss Special Form; and

g. Causes of Loss Earthquake Form.

4. Endorsements referencing the Commercial Property Coverage Part or Commercial Property Forms apply to the Travelers Property Coverage Forms in the same manner as they apply to the forms they reference.

Endorsements referencing the Commercial General Liability Coverage Part apply to the Commercial General Liability Coverage Forms in the same manner as they apply to the form they reference.

H. INSURANCE UNDER TWO OR MORE COVERAGE PARTS

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

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

Farmington Casualty Company (AFC)

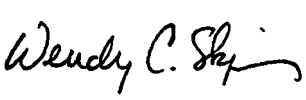
Fidelity and Guaranty Insurance Company (SFG)

St. Paul Fire and Marine Insurance Company (SPF)

St. Paul Guardian Insurance Company (SPG)

St. Paul Mercury Insurance Company (SPM)

The Standard Fire Insurance Company (ASF)



Secretary

President

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TRAVELERS

IMPORTANT INFORMATION FOR POLICYHOLDERS

Dear Policyholder:

Enclosed is your Travelers Renewal Certificate. An asterisk on the Listing of Forms, Endorsements and Schedule Numbers, IL T8 01, indicates forms that are included with this year's renewal. Any forms previously attached to your policy that are not shown on that listing no longer apply.

Please put the Certificate and the attached forms with your policy as soon as possible. If you have misplaced your policy, please contact your agent for a copy.

ADDITIONAL LOCATIONS
CONDOMINIUM PAC

POLICY NO.: BIP-2W14693A-25-42
ISSUE DATE: 10/22/2025

THIS SCHEDULE OF LOCATIONS AND BUILDINGS APPLIES TO THE COMMON DECLARATIONS FOR THE PERIOD

12/01/2025 to 12/01/2026

PREMISES LOCATION NUMBER	BUILDING NUMBER	OCCUPANCY	ADDRESS
001	ALL	Residential Condo	5102 S TUCKAWAY DR # 5228 GREENFIELD WI 53221
002	001	Residential Condo	5220 S HIDDEN DR # 5228 GREENFIELD WI 53221
003	001	Residential Condo	5201 S TUCKAWAY BLVD # 5211 GREENFIELD WI 53221

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIGITAL ASSETS EXCLUSIONS – DIGITAL CURRENCY AND NON-FUNGIBLE TOKENS

This endorsement modifies insurance provided under the following:

TRAVELERS PROPERTY COVERAGE PART

A. The following is added to Paragraph **2. Property Not Covered** of Section **A. COVERAGE** of the TRAVELERS PROPERTY COVERAGE FORM:

Covered Property also does not include:

(1) Any "digital currency"; or

(2) Any "non-fungible token".

B. The following is added to any definition of "money", "securities" and "fine arts":

This definition does not include:

(1) Any "digital currency"; or

(2) Any "non-fungible token".

C. The following exclusion is added to Paragraph **1. Exclusions** of Section **B. EXCLUSIONS AND LIMITATIONS** of the TRAVELERS BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, if such coverage form is part of your policy:

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

(1) Any "digital currency"; or

(2) Any "non-fungible token".

D. The following is added to Section **G. DEFINITIONS** of the TRAVELERS PROPERTY COVERAGE FORM:

"Digital currency" means any exclusively digital, electronic or virtual currency, including crypto currency, that is a representation of value and may be used as a medium of exchange or held as an investment.

"Non-fungible token" means any unique or semi-unique unit of data, digital file or token or other digital identifier that is recorded in a digital ledger, such as a blockchain.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

TRAVELERS PROPERTY COVERAGE FORM

Minimum Dollar Amount Deductible Per Occurrence: $

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

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

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings:

1. Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance;

2. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance. Items of insurance and corresponding Limits of Insurance are shown in the Declarations.

WINDSTORM OR HAIL DEDUCTIBLE CLAUSE

A. Calculation Of The Deductible – All Policies

1. A Percentage (%) Windstorm or Hail Deductible is calculated separately for, and applies separately to:

a. Each building, if two or more buildings sustain loss or damage;

b. The building and to personal property in that building, if both sustain loss or damage;

c. Personal property at each building, if personal property at two or more buildings sustains loss or damage;

d. Personal property in the open;

e. Any other property insured under this Coverage Form.

2. If, in addition to the Percentage Deductible, a Minimum Dollar Amount Deductible Per Occurrence is shown in this endorsement, the least we will deduct in any one occurrence for all buildings, property or premises that sustain loss or damage is the dollar amount shown in this endorsement.

3. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limits of Insurance, after any reduction required by any applicable coinsurance condition.

B. Calculation Of The Deductible – Specific Insurance

When specific insurance applies, we will calculate the deductible as follows. Subject to Paragraph **A.2**. above, in determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 4%, 5% or 10% (as shown in the Windstorm Or Hail Deductible Schedule) of the Limits of Insurance applicable to the property that has sustained loss or damage.

C. Calculation Of The Deductible – Blanket Insurance

When blanket insurance applies, we will calculate the deductible as follows. Subject to Paragraph **A.2**. above, in determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%, 3%, 4%, 5% or 10% (as shown in the Windstorm Or Hail Deductible Schedule) of the value of the proper-

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ty that has sustained loss or damage. The values to be used are those shown in the most recent Statement of Values on file with us. If there is no Statement of Values on file with us or if the Statement of Values on file with us is dated more than two years before the date of loss, then the value used will be the value of the property at the time of loss.

D. Calculation Of The Deductible – Property Covered Under The Newly Acquired or Constructed Property Additional Coverage

The following applies when property is covered under the **Newly Acquired or Constructed Property Additional Coverage**:

Subject to Paragraph **A.2.** above, in determining the amount, if any, that we will pay for loss or damage to such property, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Windstorm Or Hail Deductible Schedule.

EXAMPLES – APPLICATION OF DEDUCTIBLE

Example #1 – Specific Insurance

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

The value of the damaged building at time of loss is $1,000,000. The value of the business personal property in that building is $800,000.

The **actual** Limits of Insurance on the damaged property are $800,000 on the building and $640,000 on the business personal property.

The Deductible is 2%.

The Minimum Dollar Amount Deductible Per Occurrence is $25,000.

Building

Step (1): $800,000 X 2% = $16,000

Step (2): $60,000 – $16,000 = $44,000

Business Personal Property

Step (1): $640,000 X 2% = $12,800

Step (2): $40,000 – $12,800 = $27,200

Based on the calculation of the Percentage Deductible, the most we will pay is $71,200 ($44,000 + $27,200).

The portion of the total loss that is not covered due to the application of the Percentage Deductible is $28,800 ($16,000 + $12,800).

The application of the Minimum Dollar Amount Deductible Per Occurrence had no effect since the calculated Percentage Deductible exceeded $25,000.

Example #2 – Specific Insurance

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

The **actual** Limits of Insurance on the damaged property are $300,000 on the building and $250,000 on the business personal property.

The Deductible is 2%.

The Minimum Dollar Amount Deductible Per Occurrence is $25,000.

Building

Step (1): $300,000 X 2% = $6,000

Step (2): $60,000 – $6,000 = $54,000

Business Personal Property

Step (1): $250,000 X 2% = $5,000

Step (2): $40,000 – $5,000 = $35,000

Based on the calculation of the Percentage Deductible, the most we will pay is $89,000 ($54,000 + $35,000).

The portion of the total loss that is not covered due to the application of the Percentage Deductible is $11,000 ($6,000 + $5,000).

However, in this case, the Minimum Dollar Amount Deductible Per Occurrence is $25,000, so the most we will pay is $75,000 ($60,000 + $40,000 = $100,000 – $25,000).

Example #3 – Specific Insurance

The amount of loss to the damaged building is $60,000.

The value of the damaged building at time of loss is $100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the Coinsurance requirement is $80,000 (80% of $100,000).

The **actual** Limit of Insurance on the damaged building is $70,000.

The Deductible is 1%.

Step (1): $70,000 ÷ $80,000 = .875

Step (2): $60,000 X .875 = $52,500

Step (3): $70,000 X 1% = $700

Step (4): $52,500 – $700 = $51,800

The most we will pay is $51,800. The remainder of

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the loss, $8,200, is not covered due to the Coinsurance penalty for inadequate insurance (Steps (1) and (2)) and the application of the Deductible (Steps (3) and (4)).

Example #4 – Blanket Insurance

The sum of the values of Building #1 ($500,000), Building #2 ($500,000) and Building #3 ($1,000,000) as shown in the Declarations is $2,000,000.

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are $40,000 (Building #1) and $20,000 (Building #2).

The Deductible is 2%.

The Minimum Dollar Amount Deductible Per Occurrence is $25,000.

Building #1

Step (1): $500,000 X 2% = $10,000

Step (2): $40,000 – $10,000 = $30,000

Building #2

Step (1): $500,000 X 2% = $10,000

Step (2): $20,000 – $10,000 = $10,000

Based on the calculation of the Percentage Deductible, the most we will pay is $40,000 ($30,000 + $10,000). The portion of the total loss that is not covered due to the application of the Percentage Deductible is $20,000.

However, in this case, the Minimum Dollar Amount Deductible Per Occurrence is $25,000, so the most we will pay is $35,000 ($40,000 + $20,000 = $60,000 – $25,000).

Example #5 – Blanket Insurance

The sum of the values of Building #1 ($500,000), Building #2 ($500,000) and Building #3 ($1,000,000), as shown in the most recent Statement of Values on file with us, is $2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is $1,800,000 (90% of $2,000,000).

The **actual** Blanket Limit of Insurance covering Buildings #1, #2 and #3, shown in the Declarations, is $1,800,000. Therefore there is no Coinsurance penalty.

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are $40,000 (Building #1) and $20,000 (Building #2).

The Deductible is 2%.

Building #1

Step (1): $500,000 X 2% = $10,000

Step (2): $40,000 – $10,000 = $30,000

Building #2

Step (1): $500,000 X 2% = $10,000

Step (2): $20,000 – $10,000 = $10,000

The most we will pay is $40,000. The portion of the total loss not covered due to the application of the Deductible is $20,000.

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WINDSTORM OR HAIL DEDUCTIBLE SCHEDULE

Prem/Loc No.	Building No.	Windstorm or Hail Deductible Percentage - enter 1%, 2%, 3%, 4%, 5% or 10%
001	ALL	2.0 %
002	001	2.0 %
003	001	2.0 %

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TRAVELERS PROPERTY COVERAGE PART

The following indicates the contents of the principal Forms which may be attached to your policy. It contains no reference to the Declarations or Endorsements which also may be attached.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY PROVISIONS CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

TRAVELERS PROPERTY COVERAGE FORM

A. The following replaces Paragraph **a.** of **A.1., Building(s)**:

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

(1) Completed additions;

(2) Fixtures, outside of individual units, including outdoor fixtures;

(3) Foundations;

(4) Retaining walls, whether or not attached;

(5) Permanently attached:

(a) Machinery; and

(b) Equipment;

(6) 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) Lobby and hallway furnishings;

(d) Floor, wall and ceiling coverings;

(e) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering, that are not contained within individual units;

(f) Lawn maintenance or snow removal equipment;

(g) Personal property used for maintaining and servicing of pools and other recreational facilities on the premises; and

(h) Alarm systems;

(7) Outdoor swimming pools, associated structures and appurtenant structures and equipment, including pumps;

(8) Underground pipes, flues or drains;

(9) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the building or structure; and

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and

(10) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

(a) Fixtures, improvements and alterations that are part of the building or structure; and

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

But Building(s) does not include personal property owned by, used by, or in the care, custody or control of a unit-owner, except for personal property listed in Paragraph **(10)** above.

B. The following replaces Paragraph **b.** of **A.1., Business Personal Property**:

b. Business Personal Property located in or on the buildings or structure described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the premises described in the Declarations, including:

(1) Property owned by you or owned indivisibly by all unit-owners;

(2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others; and

(3) Property of others that is in your care, custody or control; and

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(4) Leased personal property that you have a contractual responsibility to insure unless otherwise insured under Paragraph **A.1.b.(3).**

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered in Paragraph **(3)** above.

C. The following is added to Paragraph **E., Property Loss Conditions**:

Unit-Owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

Insurance Trustee

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

D. The following is added to Paragraph **F.9.**, **Transfer of Rights of Recovery Against Others to Us**:

Waiver of Rights of Recovery

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

The charge for such Insured Losses under this Coverage Part is included in the Coverage Part premium. The charge for such Insured Losses that has been included for this Coverage Part is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

- 7% of your total Commercial Property Coverage Part premium if your primary location is in a Designated City (as listed below).
- 3% of your total Commercial Property Coverage Part premium if your primary location is not in a Designated City (as listed below).

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Designated Cities are:			
Albuquerque, NM	El Paso, TX	Miami, FL	San Antonio, TX
Atlanta, GA	Fort Worth, TX	Milwaukee, WI	San Diego, CA
Austin, TX	Fresno, CA	Minneapolis, MN	San Francisco, CA
Baltimore, MD	Honolulu, HI	Nashville-Davidson, TN	San Jose, CA
Boston, MA	Houston, TX	New Orleans, LA	Seattle, WA
Charlotte, NC	Indianapolis, IN	New York, NY	St. Louis, MO
Chicago, IL	Jacksonville, FL	Oakland, CA	Tucson, AZ
Cleveland, OH	Kansas City, MO	Oklahoma City, OK	Tulsa, OK
Colorado Springs, CO	Las Vegas, NV	Omaha, NE	Virginia Beach, VA
Columbus, OH	Long Beach, CA	Philadelphia, PA	Washington, DC
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POWER PAC PREMIER

This endorsement modifies insurance provided under the following:

TRAVELERS PROPERTY COVERAGE FORM
TRAVELERS BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

POWER PAC PREMIER SCHEDULE

Blanket Coverage Limit of Insurance: $ 250,000

Computer Fraud and Funds Transfer Fraud Limit of Insurance: $ NOT COVERED

Ordinance or Law Coverage B and Coverage C Limit of Insurance: $ 10,000

A. The TRAVELERS PROPERTY COVERAGE FORM is changed as follows:

1. The following is added to Paragraph **A.5., Additional Coverages**:

Blanket Coverage Limit of Insurance

We will pay in any one occurrence up to the Blanket Coverage Limit of Insurance in the Power Pac Premier Schedule for the sum of all covered loss at each described premises under the coverages described in paragraphs **a.** through **h.** of this Blanket Coverage Limit of Insurance Additional Coverage. You may apportion this limit among these coverages as you choose.

Unless otherwise stated, this Blanket Coverage Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for the following coverages.

a. Accounts Receivable

Within the Blanket Coverage Limit of Insurance in the Power Pac Premier Schedule, when a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, we will pay for direct physical loss of or damage to your records of accounts receivable (including those on electronic data processing media) on or away from each described premises, including while in transit, caused by or resulting from a Covered Cause of Loss. Credit card company media will be considered accounts receivable until delivered to the credit card company.

This coverage applies as described in Paragraphs **A.6.a.(2)** and **A.6.a.(3)** of this Coverage Form and is subject to the provisions that apply to those Paragraphs.

b. Covered Leasehold Interest – Undamaged Improvements and Betterments

(1) Within the Blanket Coverage Limit of Insurance in the Power Pac Premier Schedule, when a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, we will pay for direct physical loss of or damage to your interest as tenant in improvements and betterments, as defined in Section **A.1.b.(6)** of this Coverage Form, that are not damaged or destroyed, but that you lose due to the cancellation of your lease by your landlord. The cancellation of your lease by your landlord must:

(a) Result from direct physical loss of or damage to property at the described premises where your improvements and betterments are located, caused by or resulting from a Covered Cause of Loss; and

(b) Be permitted in accordance with the conditions of your written lease agreement.

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c. Electronic Data Processing Data and Media

Within the Blanket Coverage Limit of Insurance in the Power Pac Premier Schedule, when a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, we will pay for direct physical loss of or damage to your "electronic data processing data and media" on or away from each described premises, including while in transit, caused by or resulting from a Covered Cause of Loss, but only if:

(1) Owned by you; or

(2) Owned by others but in your care, custody and control.

Worldwide coverage is provided under this Additional Coverage. The coverage territory as described in Paragraph **F.8.b.** does not apply to this Additional Coverage.

d. Excess Debris Removal

(1) Within the Blanket Coverage Limit of Insurance in the Power Pac Premier Schedule, we will pay your expense to remove debris of Covered Property, other than outdoor property as included in the Outdoor Property Coverage Extension, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) This coverage applies as described in Paragraphs **A.5.d.(2)** of this Coverage Form and is subject to the provisions that apply to those Paragraphs.

(3) When the debris removal expense exceeds the 25% limitation in in the Debris Removal Additional Coverage under Paragraph **A.5.d.(3)** of this Coverage Form or when the sum of the debris removal expense and the amount we pay for the direct physical loss of or damage to Covered Property exceeds the applicable Limit of Insurance, we will pay up to the Blanket Coverage Limit of Insurance in the Power Pac Premier Schedule for debris removal expense in any one occurrence, at each described premises.

e. Leasehold Interest – Bonus Payments, Prepaid Rent, Sublease Profit, Tenants' Lease Interest

Within the Blanket Coverage Limit of Insurance in the Power Pac Premier Schedule, we will pay for the loss of "bonus payment", "prepaid rent", "sublease profit" or "tenants' lease interest" you incur as a direct result of the cancellation of your written lease for the premises described in the Declarations. The cancellation of the lease must be by the lessor, by a valid condition of your lease, and due to direct physical loss or damage to a building at the premises described in the Declarations, caused by or resulting from a Covered Cause of Loss.

f. Non-Owned Detached Trailers

Within the Blanket Coverage Limit of Insurance in the Power Pac Premier Schedule, when a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, we will pay for direct physical loss or damage by a Covered Cause of Loss to trailers or semi-trailers that you do not own, provided that:

(1) The trailer or semi-trailer is used in your business;

(2) The trailer or semi-trailer is in your care, custody or control at the described premises; and

(3) You have a contractual responsibility to pay for loss of or damage to the trailer or semi-trailer.

This coverage applies as described in Paragraphs **A.6.h.(2)** and **A.6.h.(4)** of this Coverage Form and is subject to the provisions that apply to those Paragraphs.

g. Spoilage Coverage

(1) Within the Blanket Coverage Limit of Insurance in the Power Pac Premier Schedule, when a Limit of Insurance is shown in the Declarations for Business Personal Property at the

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described premises, we will pay for direct physical loss of or damage to Perishable Stock caused by or resulting from a covered cause of loss described in Paragraph **(4)** and not excluded in Paragraph **(5)** of this coverage.

(2) This coverage does not apply to Perishable Stock while located:

(a) On buildings;

(b) In the open; or

(c) In vehicles.

(3) With respect to this coverage, Perishable Stock means personal property:

(a) Maintained under controlled conditions for its preservation; and

(b) Susceptible to loss or damage if the controlled temperature or humidity conditions change.

(4) With respect to this coverage, covered cause of loss means the following:

(a) Breakdown or Contamination, meaning:

(i) Change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; or

(ii) Contamination by a refrigerant, only while the refrigerating apparatus or equipment is at the described premises; or

(b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

(5) The following exclusions apply to this coverage:

(a) We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

(i) Manual disconnecting of any refrigeration, cooling, heating or humidity control system from the source of electric power;

(ii) Terminating of electric power due to throwing or turning off any switch or other device usual to the shutting off of electric power, on the described premises; or

(iii) Intentional decision of an electric utility company or other source of electric power not to provide sufficient power or the inability of such company or source to provide sufficient power, due to lack of fuel, governmental order or lack of generating capacity to meet the demand.

(b) Paragraph **B.1.b.** Earth Movement;

(c) Paragraph **B.1.d.** Governmental Action;

(d) Paragraph **B.1.e.** Nuclear Hazard;

(e) Paragraph **B.1.g.** War and Military Action;

(f) Paragraph **B.1.h.** Water; and

(g) Paragraph **B.1.i.** Neglect.

No other exclusions in Paragraph **B.** Exclusions apply to this coverage. However, if any exclusions are added by endorsement to this Coverage Part, such exclusions will apply to this coverage.

h. Valuable Papers and Records – Cost of Research

Within the Blanket Coverage Limit of Insurance in the Power Pac Premier Schedule, when a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, we will pay for direct physical

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loss of or damage to "valuable papers and records" on or away from each described premises, including while in transit, that:

(a) You own; or

(b) Are owned by others, but in your care, custody or control;

caused by or resulting from a Covered Cause of Loss.

This coverage applies as described in Paragraphs **A.6.m.(2)** and **A.6.m.(3)** of this Coverage Form and is subject to the provisions that apply to those Paragraphs**.**

With respect to property of others covered under this coverage, the owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary and not to contribute with such other insurance.

2. The limit applicable to the **Reward Coverage Additional Coverage** is increased by $25,000.

3. The limit applicable to the **Claim Data Expense Additional Coverage** is increased by $22,500.

4. The limit applicable to the **Expediting Expenses Additional Coverage** is increased by $22,500.

5. The limit applicable to the **Fine Arts Additional Coverage** is increased by $40,000.

6. The limit applicable to the **Fire Department Service Charge Additional Coverage** is increased by $25,000.

7. The limit applicable to the **Fire Protective Equipment Discharge Additional Coverage** is increased by $40,000.

8. The limit applicable to the **Green Building Alternatives – Increased Cost Additional Coverage** is increased by $25,000.

9. The limit applicable to the **Newly Acquired or Constructed Property Additional Coverage** for Building is increased by $1,500,000.

10. The limit applicable to the **Newly Acquired or Constructed Property Additional Coverage** for Business Personal Property is increased by $750,000.

11. With respect to the **Ordinance or Law Additional Coverage,** coverage is extended to include tenant improvements and betterments as described in Paragraph **A.1.b.(6)** if:

(1) You are a tenant; and

(2) A Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises.

12. The following is added to Paragraph **A.5., Additional Coverages**:

Brands or Labels

(1) If a limit of insurance is shown in the Declarations for Business Personal Property and if branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or part of the property at an agreed or appraised value. If so, you may:

(a) Stamp the word *Salvage* on the merchandise or its containers, if the stamp will not physically damage the merchandise; or

(b) Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

(2) We will pay the reasonable costs you incur to perform the activity described in Paragraphs **(a)** and **(b)** above.

(3) Payments under this Additional Coverage are included in and do not increase the applicable Limit of Insurance.

Contract Penalty Clause

(1) We will pay contract penalties you incur as a result of your failure to deliver your products or services within the time required under the terms of a written contract. But this Additional Coverage only applies if the failure is solely due to direct physical loss of or damage to property at the described premises caused by or resulting from a Covered Cause of Loss.

(2) The most we will pay under this Additional Coverage is $25,000 for the sum of all covered contract penalties arising out of all Covered Causes of

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Loss occurring during each separate 12 month period of this policy (beginning with the effective date of the Power Pac Premier endorsement).

Identity Fraud Expense

(1) We will pay for Expenses incurred by an Insured Person as a direct result of any one Identity Fraud first discovered or learned of by such Insured Person during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an Insured Person, is considered to be one Identity Fraud, even if a series of acts continues into a subsequent policy period.

(2) With respect to this Additional Coverage:

(a) Expenses means:

(i) Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;

(ii) Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;

(iii) Lost income resulting from:

a) Time taken off work to complete fraud affidavits; or

b) Meeting with or talking to law enforcement agencies, credit agencies or legal counsel;

up to a total payment of $5,000, subject to a maximum of $200 per day;

(iv) Loan application fees for reapplying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

(v) Reasonable attorney fees to:

a) Defend lawsuits brought against an Insured Person by merchants, vendors, suppliers, financial institutions or their collection agencies;

b) Remove any criminal or civil judgments wrongly entered against an Insured Person; or

c) Challenge the accuracy or completeness of any information in a consumer credit report;

(vi) Charges for long distance telephone calls to:

a) Merchants;

b) Law enforcement agencies;

c) Financial institutions or similar credit grantors; or

d) Credit agencies; or

(vii) Reasonable fees for professional financial advice or professional credit advice.

(b) Identity Fraud means:

The act of knowingly transferring or using, without lawful authority, a means of identification of an Insured Person with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law; and

(c) Insured Person means:

(i) For sole proprietorships;

The individual who is the sole proprietor of the Named Insured shown in the Declarations;

(ii) For partnerships;

Any individual that is a partner of the Named Insured shown in the Declarations;

(iii) For corporations or any other type of organization;

The Chief Executive Officer, and any individual who has an ownership interest of at least 20% of the Named Insured shown in the Declarations; or

(iv) For religious institutions;

The individual who is the senior pastoral employee of the Named Insured shown in the Declarations.

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(3) The following additional exclusions apply to this Additional Coverage:

We will not pay for:

(a) Expenses incurred due to any fraudulent, dishonest or criminal act by:

(i) An Insured Person;
(ii) Any person aiding or abetting an Insured Person; or
(iii) Any authorized representative of an Insured Person;

whether acting alone or in collusion with others;

(b) Expenses incurred that are not related to the identity of an individual; or

(c) Loss other than Expenses. Account balances which arise out of fraudulent or unauthorized charges would be one example of Loss other than Expenses.

(d) An Identity Fraud discovered during such time that an individual was not an Insured Person.

(4) This Additional Coverage does not apply to Expenses otherwise covered under the Unauthorized Business Card Use Additional Coverage.

(5) Regardless of the amount of the Travelers Property Coverage Form Deductible shown in the Declarations, the most we will deduct from any claim for Expenses under this Additional Coverage for any one Identity Fraud is $250.

(6) The most we will pay under this Additional Coverage is $15,000 for the sum of all covered Expenses arising out of all Identity Fraud against an Insured Person discovered during each separate 12 month period of this policy (beginning with the effective date of the Power Pac Premier endorsement).

(7) In order for coverage to be provided under this Additional Coverage, you must:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for Expenses under Identity Fraud coverage.

Lease Assessment

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, we will pay for your share of any assessment charged:

(a) To all tenants by the building owner;

(b) Pursuant to a written lease agreement; and

(c) As a result of direct physical loss or damage by a Covered Cause of Loss to building property you occupy.

(2) The most we will pay for loss under this Additional Coverage in any one occurrence is $2,500.

Lost Key Consequential Loss

(1) We will pay for consequential loss to keys and locks if a master key to buildings, rooms or compartments that are Covered Property, or house Covered Property, at the described premises is lost or damaged by a Covered Cause of Loss. We will pay for the necessary costs you incur to:

(a) Replace keys; and

(b) Either:

(i) Adjust existing locks to accept new keys; or

(ii) Replace existing locks, but only if necessary or less expensive than the cost of adjusting the existing locks.

(2) Paragraph **B.2.h.** Dishonesty does not apply to this Additional Coverage, except with respect to any dishonest or criminal act by you or any of your partners, directors or trustees.

(3) The missing property limitation under Paragraph **A.4.a.(4)** does not apply to this Additional Coverage.

(4) The most we will pay under this Additional Coverage is $25,000 in any one occurrence at each described premises.

Unauthorized Business Card Use

(1) We will pay for your loss of "money" or charges and costs you incur that result directly from the unauthorized use of

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credit, debit or charge card accounts issued in your business name, including:

(a) Fund transfer cards;

(b) Charge plates; or

(c) Telephone cards.

(2) With respect to this Additional Coverage, paragraph **a.** of **A.2. Property Not Covered** does not apply.

(3) With respect to this Additional Coverage, occurrence means an act or series of related acts involving one or more persons; or an act or event, or a series of related acts or events not involving any person is considered one occurrence.

(4) The most we will pay under this Additional Coverage in any one occurrence is $5,000.

Utility Services – Direct Damage

(1) We will pay for loss of or damage to Covered Property caused by the interruption of utility services to the described premises. The interruption of utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following property:

(a) "Water Supply Property";

(b) "Communication Supply Property"; or

(c) "Power Supply Property";

if such property is:

(i) Located away from the described premises; or

(ii) Located at the described premises and used to supply the utility service to the described premises from a source away from the described premises.

(2) The most we will pay for loss or damage under this Additional Coverage is $25,000 at each described premises, but we will not pay more than $100,000 in any one occurrence, regardless of the number of premises involved.

(3) Payments under this Additional Coverage are included in and do not increase the applicable Limit of Insurance.

13. The following Additional Coverage is added, but only with respect to described premises to which no Ordinance or Law – Coverage A applies other than as provided under Paragraph **A.5.n.**:

Ordinance or Law – Coverage A – Coverage For Loss to the Undamaged Portion of the Building

(1) If a Limit of Insurance is shown in the Declarations for Building, in the event of covered direct physical loss or damage to a building that is Covered Property, we will pay for loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires the demolition of undamaged parts of the same building.

(2) The coverage provided by this Additional Coverage applies only if both **(2)(a)** and **(2)(b)** below are satisfied and are then subject to the qualifications set forth in **(3)**.

(a) The ordinance or law:

(i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(ii) Is in force at the time of loss.

But coverage under this Additional Coverage 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 Additional Coverage.

(b) The building either:

(i) Sustains direct physical loss or damage that is covered under this Coverage Part and such damage results in enforcement of the ordinance or law; or

(ii) Sustains both direct physical loss or damage that is covered under this Coverage Part and direct physical loss or damage that is not covered under this Coverage Part, and the building damage in its entirety results in enforcement of the ordinance or law.

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If the building sustains direct physical loss or damage that is not covered under this Coverage Part, and such loss or damage is the subject of the ordinance or law, then there is no coverage under this Additional Coverage even if the building has also sustained covered direct physical loss or damage.

(3) In the situation described in **(2)(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of this Additional Coverage. Instead, we will pay a proportion of such loss. The proportion of such loss that we will pay is the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage.

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

(4) We will not pay under this Additional Coverage for:

(a) Enforcement of or compliance with any ordinance or law that 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 rot or dry rot; or

(b) The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet rot or dry rot.

(c) Loss due to any ordinance or law that:

(i) You were required by the ordinance or law to comply with before the loss, even if the building was undamaged; and

(ii) You failed to comply with.

(5) Specific or Blanket Insurance

(a) Specific Insurance

With respect to the building insured on a "specific insurance" basis that has sustained covered direct physical loss or damage, we will pay under this Additional Coverage for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with ordinance or law that requires demolition of undamaged parts of the same building as described in paragraph **(6)(b)(i)** and **(6)(b)(ii)** below.

(b) Blanket Insurance

With respect to the building insured on a "blanket insurance" basis that has sustained covered direct physical loss or damage, we will pay under this Additional Coverage for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building as described in paragraph **(6)(c)** and **(6)(d)** below.

(c) As used in this Additional Coverage, the terms "specific insurance" and "blanket insurance" have the following meanings: Specific insurance covers each item of insurance (for example, each building) under a separate Limit of Insurance. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance.

(d) This Additional Coverage is included in and does not increase the Limit of Insurance shown in the Declarations as applicable to the covered building.

(6) Loss Payment

(a) The following loss payment provision is subject to the apportionment procedures set forth in Paragraphs **(2)** and **(3)** above.

(b) When there is a loss in value of an undamaged portion of a building to which this Additional Coverage

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applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

Specific Insurance

(i) If Replacement Cost coverage applies on a "specific insurance" basis and the building is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

a) The amount you actually spend to repair, rebuild or reconstruct the 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

b) The Limit of Insurance shown in the Declarations as applicable to the covered building.

(ii) If Replacement Cost coverage applies on a "specific insurance" basis and the building is not repaired or replaced, or if the optional Actual Cash Value is applicable on a "specific insurance" basis to real property, we will not pay more than the lesser of:

a) The actual cash value of the building at the time of loss; or

b) The Limit of Insurance shown in the Declarations as applicable to the covered building.

(c) Blanket Insurance

If Replacement Cost coverage applies on a "blanket insurance" basis and the building is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

(i) The amount you 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

(ii) The value individually stated for the covered building on the latest statement of values on file with us. If, at the time of loss, there is no statement of values on file with us or the value for the covered building or structure is not individually stated on the latest statement of values on file with us, the value of the building or structure will be determined by multiplying:

a) The total reported building and structure value; by

b) The proportion that the square footage of the individual building or structure bears to the total square footage of all buildings and structures contemplated in the total reported building and structure value.

(d) If Replacement Cost coverage applies on a "blanket insurance" basis and the building is not repaired or replaced, or if the optional Actual Cash Value is applicable on a "blanket insurance" basis to real property, we will not pay more than the lesser of:

(i) The actual cash value of the building at the time of loss; or

(ii) The value individually stated for the covered building on the latest statement of values on file with us. If, at the time of loss, there is no statement of values on file with us or the value for the covered building or structure is not individually stated on the latest statement of values on file with us, the value of the building or structure will be determined by multiplying:

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a) The total reported building and structure value; by

b) The proportion that the square footage of the individual building or structure bears to the total square footage of all buildings and structures contemplated in the total reported building and structure value.

(7) The terms of this Additional Coverage apply separately to each building to which this Additional Coverage applies.

(8) Exclusion **B.1.a.**, Ordinance or Law, does not apply to this Additional Coverage.

14. The following is added to Paragraph **A.5., Additional Coverages**:

Ordinance or Law – Coverage B and C

In the event of covered direct physical loss or damage to a building that is Covered Property, the following coverages apply, but only with respect to that lost or damaged building:

(1) Coverage B – Demolition Cost Coverage

We will pay under Coverage **B** the cost to demolish the building and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

(1) Coverage C – Increased Cost of Construction Coverage

We will pay under Coverage **C** the increased cost to:

(i) Repair or reconstruct damaged portions of that building; or

(ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

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

This Coverage C 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. This Coverage **C** does not apply if the building is not repaired, reconstructed or remodeled.

(3) The coverage provided by this Additional Coverage applies only if both **(3)(a)** and **(3)(b)** below are satisfied and are then subject to the qualifications set forth in **(3)(c)** below.

(a) The ordinance or law:

(i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(ii) Is in force at the time of loss.

But coverage under this Additional Coverage 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 Additional Coverage.

(b) The building either:

(i) Sustains direct physical loss or damage that is covered under this Coverage Part and such damage results in enforcement of the ordinance or law; or

(ii) Sustains both direct physical loss or damage that is covered under this Coverage Part and direct physical loss or damage that is not covered under this Coverage Part, and the building damage in its entirety results in enforcement of the ordinance or law.

If the building sustains direct physical loss or damage that is not covered under this Coverage Part, and such loss or damage is the subject of the ordinance or law, then there is no coverage under this Additional Coverage even if the building has also sustained covered direct physical damage.

(c) In the situation described in **(3)(b)(ii)** above, we will not pay the full

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amount of loss otherwise payable under the terms of this Additional Coverage. Instead, we will pay a proportion of such loss. The proportion of such loss that we will pay is the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage.

However, if the covered direct physical loss or 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 this Additional Coverage.

(4) We will not pay under this Additional Coverage for:

(a) Enforcement of or compliance with any ordinance or law that 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 rot or dry rot; or

(b) The costs associated with the enforcement of or compliance with any ordinance or law that 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 rot or dry rot.

(c) Loss due to any ordinance or law that:

(i) You were required by the ordinance or law to comply with before the loss, even if the building was undamaged; and

(ii) You failed to comply with.

(5) This coverage applies as described in Paragraph **A.5.n.(5)(b)** through **A.5.n.(5)(d)** of this Coverage Form and is subject to the provisions that apply to those Paragraphs.

(6) The most we will pay for loss under this Additional Coverage in any one occurrence is the Ordinance or Law Coverage B and Coverage C Limit of Insurance in the Power Pac Premier Schedule.

(7) Exclusion **B.1.a.**, Ordinance or Law, does not apply to this Additional Coverage.

15. The following **Coverage Extensions** under Paragraph **A.6.** are changed as follows:

a. The limit applicable to the **Green Business Personal Property Alternatives – Increased Cost Coverage Extension** is increased by $25,000.

b. The limit applicable to the **Outdoor Property Coverage Extension** is increased by $40,000, but we will not pay more than $5,000 for any one tree, shrub, plant or lawn.

c. The limit applicable to the **Personal Effects Coverage Extension** is increased by $15,000.

d. The limit applicable to the **Property Off Premises Coverage Extension** is increased by $25,000. With respect to "electronic data processing equipment" under the Property Off Premises Coverage Extension, coverage applies worldwide. The coverage territory described in Paragraph **F.8.b.** does not apply to such equipment.

e. The limit applicable to the **Covered Property In Transit Coverage Extension** is increased by $40,000. With respect to "electronic data processing equipment" under the Covered Property In Transit Coverage Extension, coverage applies worldwide. The coverage territory described in Paragraph **F.8.b.** does not apply to such equipment.

16. The following is added to Paragraph **A.6., Coverage Extensions**:

Business Personal Property at Client or Virtual Office Premises

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at any described premises, you may extend that insurance to apply to direct physical loss of or damage to Business Personal Property caused by or resulting from a Covered Cause of Loss while such property is located at a "client or virtual office premises".

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(2) This Coverage Extension also applies to personal property that is:

(a) Owned by an employee; and

(b) Used for your business;

while such property is located at a "client or virtual office premises" and sustains direct physical loss or damage caused by or resulting from a Covered Cause of Loss.

(3) This Coverage Extension does not apply to property otherwise covered under the following:

(a) Blanket Coverage Limit of Insurance – Accounts Receivable;

(b) Blanket Coverage Limit of Insurance Valuable Papers and Records – Cost of Research;

(c) Fine Arts Additional Coverage;

(d) Accounts Receivable Coverage Extension;

(e) Property Off Premises Coverage Extension;

(f) "Electronic data processing equipment" and "electronic data processing data and media" covered under this coverage form;

(g) Sales Representative's Samples Coverage Extension; or

(h) Valuable Papers and Records – Cost of Research Coverage Extension.

(4) The most we will pay for loss or damage under this Coverage Extension in any one occurrence is $25,000.

(5) Payments under this Coverage Extension are in addition to the applicable Limits of Insurance.

Computer Fraud and Funds Transfer Fraud

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to:

(a) Loss of or damage to "money", "securities" and other personal property not otherwise excluded resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the building at the described premises or "banking premises":

(i) To a person (other than a "messenger") outside those premises; or

(ii) To a place outside those premises.

(b) Loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account".

(2) With respect to the coverage provided by this Coverage Extension, Paragraph **B. EXCLUSIONS** is amended as follows:

(a) Paragraph **B.2.i.** Voluntary Parting does not apply.

(b) The following exclusion is added:

We will not pay for loss or damage caused by or resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

(3) The property that has been transferred limitation under Paragraph **A.4.a.(5)** does not apply to this Coverage Extension.

(4) With respect to this Coverage Extension, paragraph **a.** of **A.2. Property Not Covered** does not apply.

(5) With respect to this Coverage Extension, occurrence means an act or series of related acts involving one or more persons; or an act or event, or a series of related acts or events not involving any person is considered one occurrence.

(6) The most we will pay under this Coverage Extension in any one occurrence is the Computer Fraud and Funds Transfer Fraud Limit of Insurance shown in the Power Pac Premier Schedule.

Deferred Payments

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to

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your interest in such business personal property that is sold by you under an installment plan, conditional sale, trust agreement or other deferred payment plan when, as a result of direct physical loss of or damage to such property:

(a) Occurring within the Coverage Territory at any location, or in transit, after delivery to buyers; and

(b) Caused by a Covered Cause of Loss;

the buyer refuses to continue payments owed to you for such property and, as a result, you repossess the remaining damaged property of value, if any.

(2) The value of your loss under this Coverage Extension will be determined as follows:

(a) In the event of partial loss to property, the value of your loss will be:

(i) The unpaid balance shown on your books as due from the buyer for such property, excluding any interest or fees due; minus

(ii) The actual cash value of the repossessed damaged property.

(b) In the event of a total loss to property, the value of your loss will be the unpaid balance shown on your books as due from the buyer for such property, excluding any interest or fees due.

(3) The following is added to **A.2. Property Not Covered**, but only with respect to this Coverage Extension.

Personal property sold by you under an installment plan, conditional sale, trust agreement or other deferred payment plan after delivery to the purchasers except as provided in the Deferred Payments Coverage Extension;

(4) The most we will pay in any one occurrence under this Coverage Extension is $25,000.

Limited Building Coverage – Tenant Obligation

(1) If:

(a) You are a tenant;

(b) A Limit of Insurance is shown in the Declarations for Business Personal Property; and

(c) You are contractually obligated to repair or replace that part of a building you occupy as a tenant;

at the described premises, you may extend that insurance to apply to direct physical loss of or damage to that part of a building you occupy as a tenant caused by or resulting from a Covered Cause of Loss other than theft or attempted theft.

(2) This Coverage Extension does not apply to any otherwise covered:

(a) Building glass; or

(b) Tenants improvements and betterments as described in Paragraph **A.1.b.(6)**.

(3) The most we will pay under this Coverage Extension in any one occurrence is $50,000 at each described premises.

Personal Property In Transit Outside of the Coverage Territory

(1) When the Declarations shows that you have coverage for Business Personal Property you may extend that insurance to apply to direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss in transit anywhere in the world outside of the Coverage Territory.

(2) If property covered under this Coverage Extension is not delivered, we cover the return of the property to you, including while the property is temporarily held by the receiver or the carrier while awaiting return shipment to you.

(3) Subject to the Limit of Insurance indicated in paragraph **(11)** below we will also pay for:

(a) Any general average or salvage charges you incur with respect to losses to covered waterborne shipments;

(b) Your interest in covered shipments sold Free On Board if you cannot collect payment for the loss or damage from the consignee; and

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(c) Loss of or damage to Covered Property resulting from the unintentional acceptance of any fraudulent Bill of Lading, order or shipping receipt by you, your employees or authorized representatives or by your agent, customer or consignee from anyone representing themselves to be the proper person to receive goods for shipment or accept goods for delivery.

(4) The following exclusion is added to paragraph **B.2.** but only with respect to coverage provided by this Coverage Extension:

Electrical or mechanical derangement.

(5) Paragraphs **B.1.b**. Earth Movement and **B.1.h**. Water do not apply to this Coverage Extension.

(6) The following is added to Paragraph **B.2.h**. Dishonesty but only with respect to this Coverage Extension:

This exclusion does not apply to property in the custody of a carrier for hire.

(7) The following is added to the missing property limitation under Paragraph **A.4.a.(4)**, but only with respect to this Coverage Extension:

This exclusion does not apply to property in the custody of a carrier for hire.

(8) The following is added to Paragraph **B.2.i.** Voluntary parting, but only with respect to this Coverage Extension:

This exclusion does not apply to insurance covered under this Coverage Extension if the loss to Covered Property is caused by your acceptance, in good faith, of false bills of lading or shipping receipts.

(9) This Coverage Extension does not apply to property otherwise covered under the following:

(a) Overseas Fine Arts Additional Coverage;

(b) "Electronic data processing equipment" and "electronic data processing data and media" covered under this Coverage Form;

(c) Overseas Business Travel or Business Personal Property at Client or Virtual Office Premises Overseas Coverage Extension;

(d) Overseas Valuable Papers and Records Coverage Extension; or

(e) Personal Property In Transit Outside of the Coverage Territory Coverage Extension once the property has been accepted for delivery at its final destination.

(10) The following is added to **A.2. Property Not Covered**, but only with respect to this Coverage Extension.

Covered Property does not include:

(a) Export and import shipments while covered under an ocean marine cargo or other insurance policy;

(b) Property of others for which you are responsible while acting as a common or contract carrier, car-loader, freight forwarder, freight consolidator, freight broker, shipping association or similar arranger of transportation, or as a public warehouseman;

(c) Property while in the following areas:
Afghanistan, Burma (Myanmar), Cuba, Iran, Iraq, Jordan, Kenya, Lebanon, Libya, Nigeria, North Korea, Pakistan, Republic of Yemen, Somalia, Sudan, Syria, Russia, the Commonwealth of Independent States (C.I.S.) and countries that formerly comprised the U.S.S.R.;

(d) Property in transit while over land in Mexico; or

(e) Shipments by a government postal service except by registered mail.

(11) The most we will pay under this Coverage Extension is $5,000 for the sum of all covered losses arising out of all Covered Causes of Loss occurring during each policy period (beginning with the effective date of this endorsement). This amount applies regardless of the number of locations involved.

(12) Paragraph **E.4.e.(11)** with respect to this Coverage Extension is replaced with the following:

Personal property in transit at:

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(a) The amount of invoice; or

(b) In the absence of an invoice, the least of the following:

(i) The value of the Covered Property;

(ii) The cost of reasonably restoring that property to its condition immediately before loss or damage; or

(iii) The cost of replacing that property with substantially the same property; plus

(c) The amount of any prepaid freight charges and other shipping costs or charges that are incurred while the property is in transit.

(13) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

Sales Representative's Samples

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property, you may extend that insurance to apply to:

(a) Samples of your stock in trade (including containers); and

(b) Similar property of others;

while such property is in the custody of your sales representatives, or agents, or yourself while acting as a sales representative, including while in transit.

(2) We will not pay for loss or damage caused by theft of Covered Property from an unattended vehicle. But we will pay for theft of Covered Property from an unattended vehicle if at the time of the theft, all the vehicle's doors, windows and compartments were closed and locked and there are visible signs that the theft was a result of forced entry.

(3) The most we will pay for loss or damage for property in the custody of any one sales representative in any one occurrence is $25,000.

Undamaged Parts of Stock in Process

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to the reduction in value of the undamaged remaining parts of "stock" which becomes unmarketable when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock".

(2) The most we will pay under this Coverage Extension in any one occurrence is $25,000.

Water or Sewage Back Up and Sump Overflow

(1) When the Declarations shows that you have coverage for Building or Business Personal Property, you may extend that insurance to apply to direct physical loss of or damage to Covered Property at the described premises caused by or resulting from water or sewage that backs up or overflows from a sewer, drain or sump that is inside a building at the described premises.

(2) When the Declarations shows that you have coverage for Business Income and Extra Expense, you may also extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur caused by or resulting from water or sewage that backs up or overflows from a sewer, drain or sump that is inside a building at the described premises.

(3) Paragraph **B.1.h.(3)** does not apply to this Coverage Extension.

(4) The most we will pay under this Coverage Extension in any one occurrence is $25,000. Amounts payable under any coverage, including any Additional Coverage or Coverage Extension, do not increase this limit.

B. When the TRAVELERS BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM is attached to this policy, the coverage is changed as follows:

1. With respect to the **Extended Business Income Additional Coverage**, the number of days referenced in Paragraph **A.4.d.(1)(b)(ii)** and **A.4.d.(2)(b)(ii)** is increased by thirty consecutive days.

2. The following is added to Paragraph **A.4., Additional Coverages**:

Dependent Property

(1) We will pay for:

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(a) The actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration"; and

(b) The actual Extra Expense you incur during the "period of restoration";

caused by direct physical loss of or damage to property at the premises of a "dependent property" located anywhere in the world. The loss or damage to the property must be caused by or result from a Covered Cause of Loss.

(2) This Additional Coverage does not apply to "dependent property" for which you have more specific insurance under this or any other policy.

(3) The most we will pay in any one occurrence under this Additional Coverage is $100,000.

(4) With respect only to the insurance provided under this Additional Coverage, the phrase, *at the described premises*, as used in the definition of "period of restoration" is replaced by the phrase *at the premises of a "dependent property*". With respect to this Additional Coverage, the "period of restoration" begins 24 hours after the time of direct physical loss or damage by a Covered Cause of Loss at the premises of the Dependent Property.

(5) Payments made under this Additional Coverage are in addition to the applicable Limits of Insurance.

3. The following **Coverage Extensions** under Paragraph **A.5.** are changed as follows:

a. The limit applicable to the **Claim Data Expense Coverage Extension** is increased by $22,500.

b. The limit applicable to the **Newly Acquired Premises Coverage Extension** is increased by $250,000.

c. The number of days mentioned in Paragraph **(4)(b)** of **A.5.b. Newly Acquired Premises Coverage Extension** is increased by 90 days.

4. The following is added to Paragraph **A.5., Coverage Extensions**:

Business Income and Extra Expense at Client or Virtual Office Premises

(1) When the Declarations shows that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur due to the "suspension" of your business activities occurring at a "client or virtual office premises" during the "period of restoration". The "suspension" must be caused by direct physical loss or damage caused by or resulting from a Covered Cause of Loss at a "client or virtual office premises".

(2) With respect to this Coverage Extension, the "period of restoration" definition under Paragraph **F. DEFINITIONS** is replaced by the following:

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

(a) Begins 24 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the "client or virtual office premises"; and

(b) Ends on the earlier of:

(i) The date when the property at the "client or virtual office premises" should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(ii) The date when "client or virtual office premises" is resumed at a new permanent location; and

(c) Does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

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

(ii) 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 "fungus", wet rot or dry rot, except as provided in the Fungus, Wet Rot or Dry Rot –

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Amended Period of Restoration Additional Coverage; or

(iii) 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".

(3) This Coverage Extension applies to "client or virtual office premises" located within the Coverage Territory.

(4) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume your business activities at a "client or virtual office premises" in whole or in part, by using any other available:

(a) Source of materials; or

(b) Outlet for your products.

(5) This Coverage Extension does not apply to loss caused by or resulting from loss or damage to property:

(a) At the premises of a "dependent property";

(b) At any location to which the Business Income and Extra Expense Newly Acquired Premises Coverage Extension applies; or

(c) In the due course of transit.

(6) The most we will pay under this Coverage Extension for the sum of Business Income and Extra Expense you incur in any one occurrence is $25,000 regardless of the number of "client or virtual office premises" involved.

(7) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

Civil Authority – Homicide or Suicide

(1) When the Declarations shows that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described premises due to a homicide or suicide occurring at such premises.

(2) The coverage for Business Income and Extra Expense will begin immediately after the time of that action and will apply for a period of one week after coverage begins.

Ordinance or Law – Increased Period of Restoration

(1) If:

(a) A Covered Cause of Loss occurs to property at the described premises; and

(b) The Declarations shows that you have coverage for Business Income and Extra Expense;

you may extend that insurance to apply to the amount of actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of or compliance with any ordinance or law that:

(i) Regulates the construction, repair or replacement of any property;

(ii) Requires the tearing down or replacement of any parts of property not damaged by a Covered Cause of Loss; and

(iii) Is in force at the time of loss.

(2) This Coverage Extension applies only to the increased period that would be required, with reasonable speed, to reconstruct, repair or replace the property to comply with the minimum standards of the ordinance or law.

(3) This Coverage Extension does not apply to any loss caused by or resulting from:

(a) The enforcement of or compliance with any ordinance or law that:

(i) You were required to comply with before the loss, even if the property was undamaged; and

(ii) You failed to comply with; or

(b) The enforcement of or compliance with any ordinance or law that requires:

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(i) 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 rot or dry rot; or

(ii) 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 rot or dry rot.

(4) The most we will pay under this Coverage Extension in any one occurrence is $50,000 at each described premises.

(5) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

(6) Exclusion **B.1.a.**, Ordinance or Law, does not apply to this Coverage Extension.

Property in Transit

(1) When the Declarations shows that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur due to the "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss or damage caused by or resulting from a Covered Cause of Loss to Covered Property while in the due course of transit at your risk within the Coverage Territory.

(2) This Coverage Extension does not apply to loss caused by or resulting from loss or damage to:

(a) Shipments by a government postal service, except by registered mail;

(b) Export shipments once:

(i) The shipment is loaded onboard the export conveyance; or

(ii) Coverage under an Ocean Marine or other insurance policy covering the shipment begins;

whichever is earlier;

(c) Import shipments until:

(i) The shipment is unloaded from the importing conveyance; or

(ii) Coverage under an Ocean Marine or other insurance policy covering the property ends;

whichever is later;

(d) Property of others for which you are responsible while acting as a common or contract carrier, freight forwarder, freight consolidator, or freight broker or public warehouseman;

(e) Property within a conveyance or container caused by theft while the conveyance or container is unattended unless the portion of the conveyance or container containing the property is fully enclosed and securely locked, and the theft is by forcible entry of which there is visible evidence; or

(f) The transporting conveyance.

(3) With respect to this Coverage Extension, the "period of restoration" definition under Paragraph **F. DEFINITIONS** is replaced by the following:

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

(a) Begins 24 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss in the due course of transit;

(b) Ends on the date when the property in the due course of transit should be repaired, rebuilt or replaced with reasonable speed and similar quality; and

(c) Does not include any increased period required due to the enforcement of any ordinance or law that:

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

(ii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way

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respond to, or assess the effects of "fungus", wet rot or dry rot, except as provided in the Fungus, Wet Rot or Dry Rot – Amended Period of Restoration Additional Coverage; or

(iii) 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) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume your business activities in the due course of transit in whole or in part, by using any other available:

(a) Source of materials; or

(b) Outlet for your products.

(5) This Coverage Extension does not apply to loss caused by or resulting from loss or damage to property:

(a) At the premises of a "dependent property";

(b) At any location to which the Business Income and Extra Expense at Client or Virtual Office Premises Coverage Extension applies; or

(c) At any location to which the Newly Acquired Premises Coverage Extension applies.

(6) The most we will pay under this Coverage Extension for the sum of Business Income and Extra Expense you incur in any one occurrence is $25,000. This limit applies regardless of the number of locations involved.

(7) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

Utility Services – Time Element

(1) When the Declarations shows that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the loss of Business Income or Extra Expense caused by the interruption of utility service to the described premises. The interruption of utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following property:

(a) "Water Supply Property";

(b) "Wastewater Removal Property";

(c) "Communication Supply Property"; or

(d) "Power Supply Property";

if such property is:

(i) Located away from the described premises; or

(ii) Located at the described premises and used to supply the utility service to the described premises from a source away from the described premises.

With respect to any "wastewater removal property", this Coverage Extension does not apply to an interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

(2) We will only pay for loss of Business Income you sustain and Extra Expense you incur after 48 consecutive hours following the direct physical loss or damage to the utility services property to which this Coverage Extension applies. This Coverage Extension does not apply to any reduction of income after service has been restored to your premises.

(3) The most we will pay under this Coverage Extension is $25,000 at each described premises, but we will not pay more than $100,000 in any one occurrence, regardless of the number of premises involved.

C. The following definitions are added to the **DEFINITIONS** Section, but only with respect to the Power Pac Premier endorsement:

"Banking Premises" means the interior of that portion of any building which is occupied by a banking institution or similar safe depository.

"Bonus Payment" means that portion of any cash bonus you paid based on the percentage of your lease remaining at the time of direct physical loss or damage. It does not mean rent,

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securities or cash bonuses refunded to you, even if you prepaid the rent or security.

"Client or Virtual Office Premises" means the interior of that portion of any building occupied by an employee, including:

(1) An employee's residence; or

(2) A client's business location.

Client or virtual office premises does not include any location that is described in the Declarations or reported to or accepted by us for coverage under this Coverage Form.

"Communication Supply Property" means property supplying communication services, including telephone, radio, microwave or television services, to the described premises such as:

(1) Communication transmission lines, including optic fiber transmission lines;

(2) Coaxial cables; and

(3) Microwave radio relays except satellites.

Transmission lines includes all lines that serve to transmit communication service, including lines that may be identified as distribution lines.

"Fraudulent Instruction" means:

(1) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

(2) A written instruction (other than those described in the Forgery or Alteration coverage as provided in the Crime Additional Coverages endorsement) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

(3) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.

"Messenger" means you, or a relative of yours, or any of your partners or "members", or any employee while having care and custody of property outside the premises.

"Money" means:

a. Currency, coins and bank notes in current use; and

b. Travelers' checks, register checks and money orders held for sale to the public.

"Power Supply Property", meaning the following types of property supplying electricity, steam or gas to the described premises:

(1) Utility generating plants;

(2) Switching stations;

(3) Substations;

(4) Transformers; and

(5) Transmission Lines.

Transmission lines includes all lines that serve to transmit power, including lines that may be identified as distribution lines.

"Prepaid Rent" means that portion of any prepaid rent you paid based on the percentage of your lease remaining at the time of direct physical loss or damage. It does not mean the customary rent due at the beginning of any rental period.

"Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use, and evidences of debt issued in connection with credit or charge cards which are not of your own issue. But Securities does not include "money" or lottery tickets held for sale.

"Sublease Profit" means the net profit you earn through subleasing the building or portion of the building that you rent for the unexpired term of the cancelled lease or sublease, whichever would expire first. The amount is discounted based on the prime rate of interest at the time of direct physical loss or damage for the unexpired term of the cancelled lease or sublease.

"Tenants' Lease Interest" means:

(a) The difference between the appraised rental value of the leased premises at the time of direct physical loss or damage for the unexpired term of the lease and the actual rent due for the same period, discounted by the prime rate of interest at the time of direct physical loss or damage, for the unexpired term of the cancelled lease; or

(b) The difference between the rent due for the unexpired term of the cancelled lease and the rent due under the new lease for that

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same time period, not to exceed the difference between the actual rent due for the unexpired term of the cancelled lease and the appraised rental value of the leased premises for that same period. This difference is discounted by the prime rate of interest at the time of direct physical loss or damage for the unexpired term of the cancelled lease.

"Transfer Account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":

(1) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or

(2) By means of written instructions (other than those described in the Forgery or Alteration coverage as provided in the Crime Additional Coverages endorsement) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

"Wastewater Removal Property" means a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility and includes any such facilities.

"Water Supply Property" means the following types of property supplying water to the described premises:

(1) Pumping Stations; and

(2) Water mains.

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ELECTRONIC VANDALISM LIMITATION AND OTHER CHANGES

This endorsement modifies insurance provided under the following:

TRAVELERS PROPERTY COVERAGE PART

SCHEDULE

Electronic Vandalism Limit of Insurance, aggregate in any 12-month period of this policy: $10,000 unless a higher limit is shown: $

This endorsement restricts the insurance provided under this Coverage Part for direct physical loss or damage caused by or resulting from "electronic vandalism" and for loss that is a consequence of such direct physical loss or damage.

A. LIMITATION – ELECTRONIC VANDALISM

The following LIMITATION is added:

The most we will pay for all loss or damage caused directly or indirectly by or resulting from "electronic vandalism" in any one policy year, commencing with the inception date of this endorsement, is the Electronic Vandalism Limit of Insurance shown in the Schedule of this endorsement. This Electronic Vandalism Limit of Insurance applies regardless of the number of locations, items or types of property or coverages or Coverage Forms involved, and is part of, and does not increase the Limits of Insurance provided under this policy.

But if "electronic vandalism" results in a "specified cause of loss", other than:

1. Vandalism that is "electronic vandalism"; or

2. Equipment breakdown when, and to the extent, it is otherwise specifically added as a "specified cause of loss" under this Coverage Part;

this Limitation will not apply to the resulting loss or damage caused by that "specified cause of loss".

This Limitation does not create coverage for any loss or damage that would not otherwise be covered under this Coverage Part, including any loss or damage subject to the exclusions in Section **B.** below.

The Limitation does not apply to any Computer Fraud Coverage Extension or Computer Fraud and Funds Transfer Fraud Coverage Extension under this Coverage Part.

B. UTILITY SERVICES AND SPOILAGE – ELECTRONIC VANDALISM CHANGES

1. The following replaces the Utility Services Exclusion in Section **B.1.f.** of the TRAVELERS PROPERTY COVERAGE FORM:

f. Utility Services

The failure or fluctuation of power, communication, water or other utility service supplied to the described premises, however caused, if the failure or fluctuation:

(1) Originates away from the described premises; or

(2) Originates at the described premises, but only if such failure or fluctuation involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure or fluctuation of any utility service includes lack of sufficient capacity and reduction in supply. Communication services include service relating to Internet access or access to any electronic, cellular or satellite network.

Exceptions:

(1) If the failure or fluctuation of power, communication, water or other utility service results in a Covered Cause of Loss, other than “electronic vandalism”, this exclusion does not apply to the loss or damage caused by that Covered Cause of Loss.

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(2) This exclusion does not apply to the insurance provided under any Utility Service – Direct Damage, Utility Service – Time Element or Spoilage coverage for loss or damage caused by the failure or fluctuation of power, communication, water or other utility service supplied to the described premises when the failure or fluctuation:

(a) Originates away from the described premises; or

(b) Originates at the described premises and involves equipment used to supply the utility service to the described premises from a source away from the described premises.

But all other Exclusions and Limitations applicable to this Coverage Part, including the "Electronic Vandalism" Limitation in Section **A.** above and the below exclusions applicable to Utility Services and Spoilage coverages, continue to apply to such loss or damage to which these Exceptions apply.

2. Under any:

a. Utility Services – Direct Damage;

b. Utility Services – Time Element; and

c. Spoilage;

coverage provided under this Coverage Part the following exclusion is added:

We will not pay for loss or damage caused directly or indirectly by "electronic vandalism". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

C. The following are deleted:

1. The **Electronic Vandalism Additional Coverage** under Section **A.5.e.** of the TRAVELERS PROPERTY COVERAGE FORM;

2. The **Electronic Vandalism** exclusion under Section **B.1.c.** of the TRAVELERS PROPERTY COVERAGE FORM and the references to that exclusion under the following:

a. Paragraph **(3)(f)** of the **Fine Arts Additional Coverage**;

b. Paragraph **(3)(e)** of the **Accounts Receivable Coverage Extension**;

c. Paragraph **(4)(c)** of the **Building Glass Coverage Extension**; and

d. Paragraph **(3)(c)** of the **Valuable Papers and Records Coverage – Cost of Research Coverage Extension**; and

3. The Electronic Vandalism Additional Coverage under Section **A.4.e.** of the TRAVELERS BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM.

D. ELECTRONIC VANDALISM MINIMUM DEDUCTIBLE

The following deductible provision is added and applies to all coverages, including Extra Expense:

The DEDUCTIBLE provisions of this Coverage Part continue to apply. But in no event will the total of all applicable deductible amounts applied in any one occurrence of "electronic vandalism" to which insurance under this Coverage Part applies be less than $1,000.

E. ELECTRONIC VANDALISM DEFINED

The following replaces the "Electronic Vandalism" Definition in Section **G.3.** of the TRAVELERS PROPERTY COVERAGE FORM:

"Electronic vandalism" means:

a. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

b. Unauthorized computer code or programming that:

(1) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(2) Replicates itself, impairing the performance of computers or computer systems or networks;

(3) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks; or

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(4) Introduces a virus, harmful code or similar instruction 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.

c. Any other unauthorized access to or use of computers or computer systems or networks, including data and programming within such computers or computer systems or networks.

d. A denial of service attack that restricts, prevents or disrupts access to or use of any computer, computer system or network, or otherwise disrupts the normal functioning or operation of any computer, computer system or network

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CAUSES OF LOSS – EQUIPMENT BREAKDOWN

This endorsement modifies insurance provided under the following:

TRAVELERS PROPERTY COVERAGE PART

A. ADDITIONAL COVERED CAUSE OF LOSS – EQUIPMENT BREAKDOWN

Covered Causes of Loss and "specified causes of loss" are extended to include Equipment Breakdown, meaning a Breakdown to Covered Equipment as defined and limited in this endorsement.

1. Breakdown

a. Breakdown means:

(1) Failure of pressure or vacuum equipment;

(2) Mechanical failure, including rupture or bursting caused by centrifugal force; or

(3) Electrical failure, including arcing;

that causes physical damage to Covered Equipment and necessitates its repair or replacement.

b. Breakdown does not mean or include:

(1) Malfunction, including but not limited to adjustment, alignment, calibration, cleaning or modification;

(2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

(3) Damage to any vacuum tube, gas tube, or brush;

(4) Damage to any structure or foundation supporting the Covered Equipment or any of its parts;

(5) The functioning of any safety or protective device; or

(6) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

c. If an initial Equipment Breakdown causes other Equipment Breakdowns, all will be considered one Equipment Breakdown. All Equipment Breakdowns that manifest themselves at the same time and are the direct result of the same cause will also be considered one Equipment Breakdown.

2. Covered Equipment

a. Covered Equipment means equipment of a type listed in paragraph **2.b.** below that is:

(1) At any of the following locations:

(a) At or within 1,000 feet of the described premises; or

(b) At any of the following locations, but only to the extent that coverage for direct physical loss or damage to Covered Property at such locations or for Business Income and/or Extra Expense resulting from direct physical loss or damage to property at such locations is otherwise specifically insured and limited under this Coverage Part:

(i) Newly acquired or constructed property locations, or within 1,000 feet of such locations;

(ii) Undescribed premises, meaning premises you do not own, lease or regularly operate at which Covered Property is temporarily located; or

(iii) "Dependent property" locations;

and

(2) **(a)** Owned or leased by you or operated under your control; or

(b) Owned or leased by, or operated under the control of others who

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own, lease or operate the undescribed premises (as defined in (1) (b) (ii) above) or "dependent property" locations where the insurance provided under this Coverage Part applies;

and

(3) Not otherwise excluded under paragraph **2.c.** below.

b. Covered Equipment includes the following types of equipment:

(1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;

(2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and

(3) Fiber optic cable.

c. Covered Equipment does not mean or include any:

(1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;

(2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

(3) Insulating or refractory material;

(4) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or a Code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors;

(5) Catalyst;

(6) Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace;

(7) Structure, foundation, cabinet or compartment supporting or containing the Covered Equipment or part of the Covered Equipment including penstock, draft tube or well casing;

(8) Vehicle, aircraft, self-propelled equipment or floating vessel, including any equipment mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel;

(9) Dragline, power shovel, excavation or construction equipment including any equipment mounted on or used solely with any dragline, power shovel, excavation or construction equipment;

(10) Felt, wire, screen, mold, form, pattern, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;

(11) Astronomical telescope, cyclotron, nuclear reactor, particle accelerator, satellites and/or spacecraft (including satellite or spacecraft contents and/or their launch sites);

(12) Computer equipment or electronic data processing equipment unless used to control or operate production-type machinery or other equipment that is Covered Equipment;

(13) Equipment or any part of such equipment manufactured by you for sale; or

(14) Equipment while in the due course of transit.

B. EQUIPMENT BREAKDOWN COVERAGE EXTENSIONS

1. Spoilage

a. Under the Travelers Property Coverage Form, the insurance that applies to Business Personal Property is extended to apply to direct physical loss or damage to such Covered Property that is:

(1) Maintained under controlled conditions for its preservation; and

(2) Susceptible to loss or damage if the controlled conditions change;

due to spoilage resulting from lack or excess of power, light, heat, steam or refrigeration that is caused solely by a Breakdown to Covered Equipment.

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Insurance under this Coverage Extension includes the reasonable expense you incur to reduce or avert the spoilage loss or damage, but only to the extent the amount of loss otherwise payable under this Coverage Extension is reduced.

b. The most we will pay for loss or damage under this Coverage Extension arising out of any one Equipment Breakdown is the Spoilage Limit of Insurance shown in the Equipment Breakdown Schedule. This limit is included in and does not increase the Limit of Insurance that applies to the lost or damaged Covered Property.

c. We will not pay for any loss or damage under this Coverage Extension that results from your failure to use due diligence and dispatch and all reasonable means to protect the property from spoilage damage following a Breakdown to Covered Equipment.

2. Utility Services Property

a. Subject to paragraph **2.b.** below, Covered Equipment is extended to include equipment, wherever located within the Coverage Territory, that is:

(1) Owned, operated or controlled by a local public or private utility or distributor that directly generates, transmits, distributes or provides utility services to the described premises; and

(2) Used to supply water, communication or power services to the described premises.

b. This Coverage Extension applies:

(1) Only with respect to; and

(2) Subject to the Limits of Insurance that apply to;

the insurance, if any, otherwise provided under this Coverage Part for loss or damage caused by an interruption of power or other utility service supplied to the described premises caused by or resulting from a Covered Cause of Loss to the utility services equipment described in paragraph **2.a.** above.

c. We will not pay under this Coverage Extension for loss or damage caused by or resulting from any of the following:

(a) Fire;

(b) Lightning;

(c) Windstorm or hail;

(d) Explosion (except for steam or centrifugal explosion);

(e) Smoke;

(f) Aircraft or vehicles;

(g) Riot or civil commotion;

(h) Vandalism;

(i) Sprinkler Leakage;

(j) Falling objects;

(k) Weight of snow, ice or sleet;

(l) Freezing; or

(m) Collapse.

3. Expediting Expense

In the event of covered direct physical loss or damage to Covered Property caused by or resulting from a Breakdown to Covered Equipment, we will pay for the reasonable additional expenses you necessarily incur to make temporary repairs to, or expedite the permanent repair or replacement of, the lost or damaged Covered Property.

Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation.

The most we will pay under this Coverage Extension for all Expediting Expenses arising out of any one Equipment Breakdown is the Expediting Expenses Limit of Insurance shown in the Equipment Breakdown Schedule. This limit is included in and does not increase the Limit of Insurance that applies to lost or damaged Covered Property.

C. EQUIPMENT BREAKDOWN EXCLUSIONS

1. The following Exclusions contained in Paragraph **B.** of the Travelers Property Coverage Form do not apply:

a. Exclusion **B.2.a.** Electrical Damage or Disturbance;

b. Exclusion **B.2.d. (6)** mechanical breakdown under the Other Type of Losses Exclusion; and

c. Exclusion **B.2.e.** Explosion.

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All other Exclusions that apply to this Coverage Part apply to loss or damage under this endorsement.

2. The following additional Exclusions apply to the insurance provided by this endorsement:

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. Lack or excess of power, light, heat, steam or refrigeration. But this Exclusion does not apply to:

(1) Business Income coverage or Extra Expense coverage; or

(2) The Spoilage Coverage Extension or Utility Services Property Coverage Extension;

b. Hydrostatic, pneumatic or gas pressure testing of any boiler, fired vessel or electrical steam generator; or

c. Insulation breakdown testing of any type of electrical or electronic equipment.

D. EQUIPMENT BREAKDOWN LIMITATIONS

1. Limitations **(2)** and **(3)** in Paragraph **A.4.a. Limitations** of the Travelers Property Coverage Form do not apply.

All other Limitations that apply to this Coverage Part apply to loss or damage under this endorsement.

2. The following additional Limitations apply to the insurance provided by this endorsement. Payments made under the following Limitations are included in and do not increase the applicable Limits of Insurance.

a. Ammonia Contamination Limitation

The most we will pay for loss or damage to property caused by ammonia contamination that directly results from a Breakdown to Covered Equipment is the Ammonia Contamination Limit of Insurance shown in the Equipment Breakdown Schedule.

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

b. Hazardous Substance Limitation

If as a direct result of a Breakdown to Covered Equipment, property is damaged, contaminated or polluted by a substance, other than ammonia, that is declared to be hazardous to health by a governmental agency, the Hazardous Substance Limit of Insurance shown in the Equipment Breakdown Schedule is the most we will pay for:

(1) Any additional expenses you incur to clean up, repair, replace or dispose of any such property that is Covered Property under this Coverage Part; and

(2) Any increase in loss of Business Income or Extra Expense due to the additional time required to clean up, repair, replace or dispose of the property, provided Business Income or Extra Expense loss resulting from damage to such property is otherwise insured against under this Coverage Part.

Subject to the Hazardous Substance Limit of Insurance, the term "period of restoration", as used in the Business Income and/or Extra Expense insurance provided under this Coverage Part is extended to include this additional period of time.

As used in this limitation, additional expenses and increase in loss mean expenses and loss incurred beyond the expenses and loss for which we would have been liable had no substance declared to be hazardous to health by a governmental agency been involved.

E. EQUIPMENT BREAKDOWN LIMITS OF INSURANCE

1. The insurance provided under this endorsement for loss or damage caused by or resulting from Equipment Breakdown is included in and does not increase the Covered Property, Business Income, Extra Expense or other coverage Limits of Insurance that otherwise apply under this Coverage Part.

2. The most we will pay under this endorsement for loss or damage caused by or resulting from Equipment Breakdown to the following Specific Equipment:

(a) "Diagnostic Equipment";

(b) "Power Generating Equipment"; and

(c) "Production Equipment".

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is the Specific Equipment Limit of Insurance indicated in the Equipment Breakdown Schedule. If there is no Specific Equipment limit indicated in the Equipment Breakdown Schedule, then the Specific Equipment is included in the applicable Limits of Insurance that otherwise apply under this Coverage Part.

3. Payments under the Equipment Breakdown Coverage Extensions will not increase the applicable Limit(s) of Insurance.

F. EQUIPMENT BREAKDOWN DEDUCTIBLE

1. Unless otherwise indicated in the Equipment Breakdown Schedule, the insurance provided under this endorsement for loss or damage caused by or resulting from Equipment Breakdown is subject to the deductibles that otherwise apply under this Coverage Part.

2. When one or more separate deductibles are shown in the Equipment Breakdown Schedule, each such deductible will be applied separately to the applicable coverage for which the deductible is shown, as follows:

a. Dollar Deductible

If a dollar deductible is shown in the Equipment Breakdown Schedule, we will not pay for loss or damage until the amount of loss or damage to which the deductible applies exceeds the applicable dollar deductible. We will then pay the amount of loss or damage in excess of the dollar deductible, up to the applicable Limit of Insurance.

b. Time Period Deductible

If a time period deductible is shown in the Equipment Breakdown Schedule, we will not pay for any loss to which the deductible applies that occurs during the specified time period immediately following a Breakdown to Covered Equipment.

c. Average Daily Value Deductible

If an average daily value deductible is shown in the Equipment Breakdown Schedule, this deductible will be calculated as follows:

(1) For all of the described premises where you incur Business Income or Extra Expense loss due to a Breakdown to Covered Equipment, determine the total amount of Business Income that would have been earned or incurred by you during the "period of restoration" had no Breakdown to Covered Equipment occurred.

(2) Divide the amount determined in paragraph **(1)** by the number of days the business would have been open during the "period of restoration". The result is the average daily value.

(3) Multiply the average daily value in paragraph **(2)** by the Multiple of Average Daily Value shown in the Equipment Breakdown Schedule. We will first subtract this deductible amount from any loss we would otherwise pay. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

d. Percentage of Loss Deductible

If a deductible is expressed as a percentage of loss in the Equipment Breakdown Schedule, we will not be liable for the indicated percentage of the gross amount of loss or damage insured under the applicable coverage.

G. EQUIPMENT BREAKDOWN ADDITIONAL CONDITION

The following Additional Condition applies to the insurance provided under this endorsement:

Suspension

If any Covered Equipment is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance provided by this endorsement for loss or damage caused by or resulting from a Breakdown to that Covered Equipment. This can be done by delivering or mailing a notice of suspension to:

1. Your last known address; or

2. The address where the Covered Equipment is located.

Once suspended in this way, such insurance can only be reinstated by a written endorsement issued by us. If we suspend your insurance, you will get a pro rata refund of premium for that Covered Equipment. But the suspension will be

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effective even if we have not yet made or offered a refund.

H. The following definitions are added to the **DEFINITIONS** Section, but only with respect to the Causes Of Loss – Equipment Breakdown endorsement:

"Diagnostic Equipment" means any:

a. Equipment; or

b. Apparatus;

used solely for research, diagnostic, medical, surgical, therapeutic, dental or pathological purposes.

"Power Generating Equipment"

a. Means the following types of equipment or apparatus:

(1) Pressure;

(2) Mechanical; or

(3) Electrical;

used in or associated with the generation of electric power; and

b. Does not mean such equipment that is used solely to generate emergency power that is less than or equal to 1000KW.

"Production Equipment"

a. Means any:

(1) Production machinery; or

(2) Process machinery;

that processes, shapes, forms or grinds:

(1) Raw materials;

(2) Materials in process; or

(3) Finished products; and

b. Includes Covered Equipment that is used solely with or forms an integral part of the:

(1) Production;

(2) Process; or

(3) Apparatus.

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EQUIPMENT BREAKDOWN SCHEDULE

Premises Location No.	Building No.	Specific Equipment Limit of Insurance:
001	ALL	$100,000
002	001	$100,000
003	001	$100,000

Limits of Insurance:

Spoilage:	$25,000 unless a higher amount is shown:	$
Expediting Expenses:	$25,000 unless a higher amount is shown:	$
Ammonia Contamination:	$25,000 unless a higher amount is shown:	$
Hazardous Substance:	$25,000 unless a higher amount is shown:	$

Deductible Exceptions: Travelers Property Coverage Part Deductibles apply to loss or damage under this endorsement, except as follows:

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CRIME ADDITIONAL COVERAGES

This endorsement modifies insurance provided under the following:

TRAVELERS PROPERTY COVERAGE FORM

A. The following Crime Additional Coverages are added to Section **A.5.**, **Additional Coverages**, if a Limit of Insurance is shown for the applicable Additional Coverage in the Crime Additional Coverage Schedule. Under Section **A.2.**, Property Not Covered, Paragraph **a.** does not apply to these Crime Additional Coverages:

Employee Theft

(1) We will pay for loss of or damage to "money", "securities" and other personal property not otherwise excluded, that you own, lease or hold for others, resulting directly from theft committed by an "employee", to your deprivation, whether the "employee" is identified or not and whether the "employee" is acting alone or in collusion with other persons.

(2) Under this coverage, all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts, will be considered one occurrence.

(3) This coverage applies only if you provide us with a detailed, sworn proof of loss within 120 days after you discover a loss or situation that may result in loss.

(4) The most we will pay for loss in any one occurrence under this coverage is the Limit of Insurance shown in the Crime Additional Coverage Schedule for Employee Theft.

Forgery or Alteration

(1) We will pay for loss resulting directly from "forgery" or alteration of, on or in any checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(a) Made or drawn by or drawn upon you;

(b) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

(2) Under coverage, occurrence means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments, will be considered one occurrence.

(3) This coverage applies only if you provide us with a detailed, sworn proof of loss within 120 days after you discover a loss or situation that may result in loss.

(4) The most we will pay for loss in any one occurrence under this coverage is the Limit of Insurance shown in the Crime Additional Coverage Schedule for Forgery or Alteration.

(5) If you are sued for refusing to pay any instrument covered in Paragraph **(1)** of this coverage, 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 we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this coverage. The Deductible applicable to this Additional Coverage does not apply to these legal expenses.

Theft, Disappearance and Destruction of Money and Securities

(1) We will pay for loss resulting directly from theft, disappearance or destruction of "money" and "securities" that you own or hold for others:

(a) At the described premises or the premises of a bank or savings institution; or

(b) At any other location, or in transit, in your care and custody, in the care and custody of your partners or "employees", or in the care and custody of an armored motor vehicle company.

(2) Under this coverage, all loss caused by an act or series of related acts involving one or more persons, or by an act or event or series of related acts or events not involving any person, will be considered a single occurrence.

(3) This coverage applies only if you provide us with a detailed, sworn proof of loss within

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120 days after you discover a loss or situation that may result in loss to which this Additional Coverage applies.

(4) The most we will pay in any one occurrence under this coverage for loss of "money" and "securities":

(a) At the described premises or the premises of a bank or savings institution is the Limit of Insurance shown in the Crime Additional Coverage Schedule for Theft, Disappearance and Destruction of Money and Securities – Inside Premises;

(b) At any other location, or in transit, is the Limit of Insurance shown in the Crime Additional Coverage Schedule for Theft, Disappearance and Destruction of Money and Securities – Outside Premises.

(5) The insurance provided under this Additional Coverage for "money" and "securities" in the care and custody of an armored motor vehicle company applies only to the amount of loss that you cannot recover:

(a) Under your contract with the armored motor vehicle company; and

(b) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

Money Orders and Counterfeit Paper Currency

(1) We will pay for loss resulting directly from your acceptance in good faith of the following in exchange for merchandise, "money" or services:

(a) Money orders, including counterfeit money orders, of any post office, express company or bank that are not paid upon presentation; and

(b) Counterfeit paper currency that is acquired during the regular course of business.

(2) Under this coverage, all loss caused by an act or series of related acts involving one or more persons, or by an act or event or series of related acts or events not involving any person, will be considered a single occurrence.

(3) This coverage applies only if you provide us with a detailed, sworn proof of loss within 120 days after you discover a loss or situation that may result in loss.

(4) The most we will pay for loss in any one occurrence under this coverage is the applicable Limit of Insurance shown in the Crime Additional Coverage Schedule for Money Orders and Counterfeit Paper Currency.

B. The following exclusions apply to the Crime Additional Coverages provided in Section **A.** of this endorsement. Except as provided in exclusion **1.a.** below, none of the Paragraph **B., Exclusions** or Paragraph **A.4., Limitations** of the Travelers Property Coverage Form apply to the Crime Additional Coverages.

1. We will not pay under any of the Crime Additional Coverages for:

a. Loss caused by or resulting from any of the following to the extent these causes of loss are otherwise excluded under the exclusions in Paragraph **B.** of the Travelers Property Coverage Form;

(1) Certain Computer-related Losses;

(2) Governmental Action;

(3) Nuclear Hazard; and

(4) War and Military Action.

b. Loss caused by or resulting from any dishonest or criminal act by you or any of your partners, whether acting alone or in collusion with others.

c. Loss caused by or resulting from any dishonest or criminal act by any of your "employees", directors, trustees or authorized representatives:

(1) Whether acting alone or in collusion with others; or

(2) While performing services for you or otherwise;

except as provided under the Employee Theft Crime Additional Coverage.

d. Indirect loss including any loss resulting from:

(1) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, the property;

(2) Payment of damages of any type for which you are legally liable. But we will pay for compensatory damages arising directly from a loss covered under the Crime Additional Coverages; or

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(3) Payment of costs, fees or other expenses you incur in establishing either the existence or amount of loss under the Crime Additional Coverages.

e. Legal expenses, except as provided under the Forgery or Alteration Crime Additional Coverage.

2. We will not pay under the Employee Theft Crime Additional Coverage for:

a. Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.

b. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon an inventory computation or 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. Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

d. Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

3. We will not pay under the Theft, Disappearance and Destruction of Money and Securities Crime Additional Coverage for:

a. Loss caused by or resulting from accounting or mathematical errors or omissions.

b. Loss caused by or resulting from the giving or surrendering of the property in any exchange or purchase.

c. Loss of or damage to property after the property has been transferred or surrendered to a person or place outside the described premises or the premises of a banking or savings institution:

(1) On the basis of unauthorized instructions; or

(2) As a result of a threat to do bodily harm to any person or damage to any property.

But this exclusion does not apply to loss of "money" or "securities" outside of the described premises or the premises of a banking or savings institution in your care and custody or the care and custody of your partners or "employees" if:

(3) You had no knowledge of any threat at the time the conveyance began; or

(4) You had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

d. Loss caused by you or anyone acting on your express or implied authority voluntarily parting with possession of or title to the property.

e. Loss of "money" contained in any "money" operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

C. Section **D. DEDUCTIBLES** is amended by the addition of the following, but only with respect to the Crime Additional Coverages endorsement:

We will not pay for loss in any one occurrence under the Crime Additional Coverages until the amount of loss exceeds the applicable Deductible shown in the Crime Additional Coverage Schedule. We will then pay the amount of loss in excess of the Deductible, up to the applicable Limit of Insurance.

D. In addition to the conditions that apply to the Travelers Property Coverage Form:

1. The following conditions apply to the Crime Additional Coverages provided in Section **A.** of this endorsement:

a. Cancellation as to any Employee

The insurance provided under the Crime Additional Coverages is cancelled as to any "employee":

(1) Immediately upon discovery by:

(a) You; or

(b) Any of your partners, members, managers, officers, directors or trustees not in collusion with the "employee";

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of theft or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed or delivered to the first Named Insured. That date will be at least 30 days after the date of mailing or delivery. We will mail or deliver our notice to the first Named Insured at the last mailing known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Amended Duties in the Event of Loss or Damage Condition

Under the Duties in the Event of Loss or Damage Condition in Section **E.3.** of the Travelers Property Coverage Form, the duty to notify the police if a law has been broken does not apply to the Employee Theft or the Forgery or Alteration Crime Additional Coverages.

c. Extended Period to Discover Loss

We will pay for loss that you sustain prior to the date this insurance terminates or is cancelled which is discovered by you no later than one year from the date of that termination or cancellation. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded hereunder, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

d. Amended Legal Action Against Us Condition

The Legal Action Against Us Additional Condition in Section **F.4.** of the Travelers Property Coverage Form is amended as follows:

The time period during which a legal action involving loss under the Crime Additional Coverages may be brought against us will not begin until the date on which the loss is discovered. In addition, no one may bring a legal action against us involving loss under the Crime Additional Coverages until 90 days after you have filed proof of loss with us.

e. Loss Sustained During Prior Insurance

(1) If you, or any predecessor in interest, sustained loss during the period of any prior crime coverage insurance that you or the predecessor in interest could have recovered under that insurance, except that the time within which to discover loss had expired, we will pay for it under the applicable Crime Additional Coverage provided in Section **A.** of this endorsement, provided:

(a) The Crime Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and

(b) The loss would have been covered under the Crime Additional Coverage had it been in effect when the acts or events causing the loss were committed or occurred.

(2) The insurance under this condition is included in and does not increase the Limits of Insurance applying to the Crime Additional Coverages and is limited to the lesser of the amount recoverable under:

(a) The applicable Crime Additional Coverage as of its effective date; or

(b) The prior crime coverage insurance had it remained in effect.

f. Amended Policy Period, Coverage Territory Condition

The following is added to the Policy Period, Coverage Territory Additional Condition in Section **F.8.** of the Travelers Property Coverage Form:

Subject to the above Loss Sustained During Prior Insurance Condition, we will pay for loss under the Crime Additional Coverages that you sustain through acts committed or events occurring:

(1) During the policy period and discovered by you:

(a) During the policy period; or

(b) During the period of time provided in the Extended Period

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To Discover Loss Condition above;

and

(2) Within the Coverage Territory. However:

(a) Under the Employee Theft Crime Additional Coverage, we will pay for loss caused by any "employee" while temporarily outside of the Coverage Territory for a period of not more than 90 days.

(b) Under the Forgery or Alteration Crime Additional Coverage, the Coverage Territory is extended to include anywhere in the world.

g. Loss Covered Under a Crime Additional Coverage and Prior Crime Insurance Issued by the Company or any Affiliate

If any loss is covered:

(1) Partly by a Crime Additional Coverage provided in Section **A.** of this endorsement; and

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

the most we will pay is the larger of the amount recoverable under the Crime Additional Coverage or the prior insurance.

h. Non-Cumulation of Limit of Insurance

Regardless of the number of years the Crime Additional Coverages remain in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

i. Amended Other Insurance Condition

With respect only to the Crime Additional Coverages, the Other Insurance Additional Condition in Section **F.7.** of the Travelers Property Coverage Form is replaced by the following:

The Crime Additional Coverages do not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance provided under the applicable Crime Additional Coverage will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the Limit of Insurance that applies to that Crime Additional Coverage.

j. Amended Transfer of Rights of Recovery Against Others To Us Condition

The Transfer of Rights of Recovery Against Others to Us Additional Condition in Section **F.9.** of the Travelers Property Coverage Form applies to the Crime Additional Coverages except you may not, at any time, waive your rights to recover damages from another party for any loss you sustained and for which we have paid or settled under the Crime Additional Coverages.

k. Amended Valuation Condition

The following is added to the Loss Payment – Building and Personal Property Condition in Section **E.4.** of the Travelers Property Coverage Form

In the event of loss, we will determine the value of:

(1) "Money" at its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:

(a) At face value in the "money" issued by that country; or

(b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

(2) "Securities" at their value at the close of business on the day the loss was discovered. We may, at our option:

(a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all of 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

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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) Value of the "securities" at the close of business on the day the loss was discovered; or

(ii) Limit of Insurance.

l. Sole Benefit

The insurance provided under the Crime Additional Coverages is for your sole 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.

2. The following additional conditions apply to the Forgery or Alteration Crime Additional Coverage:

a. Electronic and Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

b. 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.

3. The following additional conditions apply to Employee Theft Additional Coverage if such options are indicated by an "X" in the Crime Additional Coverage Schedule:

a. Non-compensated Officers

The definition of "employee" under Paragraph E. of this endorsement includes your non-compensated officers.

b. Property Manager

The definition of "employee" under paragraph E. of this endorsement includes:

(1) Each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity of Property Manager for Covered Property, but only while acting on your behalf or while in possession of Covered Property. These natural persons, partnerships or corporations are not covered for faithful performance of duty, even in the event that this insurance may have been amended by endorsement to provide such coverage on other "employees" as defined in Paragraph E. of this endorsement. The only Covered Cause of Loss for any agent is Employee Theft.

(2) Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one "employee" for the purposes of this insurance. However, the Cancellation As To Any Employee Condition under Paragraph **D.1.a** of this endorsement applies individually to each of them.

(3) The most we will pay under this insurance for loss in any one occurrence caused by an agent included as an "employee" is the Limit of Insurance applicable to Employee Theft.

(4) Payments under this insurance are included in and do not increase the applicable Limits of Insurance for Employee Theft

c. Volunteer Workers

The definition of "employee" under Paragraph E. of this endorsement is changed to include any non-compensated natural person:

(1) Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or

(2) While acting as a fund solicitor during fund raising campaigns.

E. The following definitions are added to the **DEFINITIONS** Section, but only with respect to the Crime Additional Coverages provided under this endorsement:

"Employee"

a. "Employee" means:

(1) Any natural person:

(a) While in your service and for 30 days after termination of service; and

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(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the described premises.

(3) Any natural person who is leased to you under a written agreement, between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in paragraph **(2)** above;

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan insured under this insurance; or

(b) Your director or trustee while that person is handling funds or other property of any "employee benefit plan" insured under this insurance.

(5) Any natural person who is a former "employee", director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the premises.

b. But "employee" does not mean any:

(1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(2) Manager, director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

"**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.

"**Money** " means:

a. Currency, coins and bank notes in current use; and

b. Traveler's checks, register checks and money orders held for sale to the public.

"**Securities**" means negotiable and non-negotiable instruments or contracts representing either "Money" or other property and includes tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use, and evidences of debt issued in connection with credit or charge cards which are not of your own issue. But Securities does not include "Money" or lottery tickets held for sale.

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CRIME ADDITIONAL COVERAGES SCHEDULE

Crime Additional Coverage	Limit of Insurance
Employee Theft:	$25,000
Non-compensated Officers Included Property Managers Included Volunteer Workers Included	
Forgery or Alteration:	$25,000
Theft, Disappearance and Destruction of Money and Securities:	
• Inside Premises:	$25,000
• Outside Premises:	$25,000
Money Orders and Counterfeit Paper Currency:	$25,000

Deductible: $5,000

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TRAVELERS 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 Paragraph G – 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 Paragraph **A.1.**, and limited in Paragraph **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

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

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Foundations;

(4) Retaining walls, whether or not attached;

(5) Permanently attached:

(a) Machinery; and

(b) Equipment;

(6) Outdoor swimming pools;

(7) 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;

(d) Lobby and hallway furnishings;

(e) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(f) Lawn maintenance and snow removal equipment;

(g) Building systems and equipment, including alarm, communication, security and monitoring devices; and

(h) Heating, air conditioning and ventilation equipment;

(8) Underground pipes, flues or drains; and

(9) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the building or structure; and

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

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

(1) Furniture and fixtures;

(2) Machinery and equipment (including "electronic data processing equipment");

(3) "Stock";

(4) All other personal property owned by you and used in your business;

(5) Property of others that is in your care, custody or control;

(6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

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(a) Made a part of the building or structure you rent, lease or occupy but do not own; and

(b) You acquired or made at your expense but are not permitted to legally remove; and

(7) Leased personal property that you have a contractual responsibility to insure unless otherwise insured under Paragraph **A.1.b.(5)**.

2. Property Not Covered

Covered Property does not include:

a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes, checks, drafts or securities, except as provided in the Accounts Receivable Coverage Extension. Lottery tickets held for sale are not securities;

b. Automobiles, motorcycles, motor trucks, motor homes and similar vehicles held for sale, lease, loan or rent;

c. Vehicles or self-propelled machines (including watercraft) that are:

(1) Operated principally away from the described premises; or

(2) Licensed for use on public roads.

This paragraph does not apply to:

(a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse; or

(b) Vehicles or self-propelled machines you hold for sale, lease, loan or rent other than those excluded under **A.2.b.** above.

d. Aircraft, except unmanned aircraft that is not in flight. In flight includes takeoff and landing;

e. Watercraft (including motors, equipment and accessories) while afloat;

f. Dams or dikes;

g. Contraband, or property in the course of illegal transportation or trade;

h. The cost of excavating, grading, backfilling or filling. This paragraph does not apply to costs necessarily incurred to repair or replace covered loss or damage to Covered Property, but any costs associated with land stabilization and land reconstruction are excluded;

i. Land whether in its natural state or otherwise (including land on which the property is located), land improvements or the cost of restoring or stabilizing land;

j. "Electronic data processing data and media" that is obsolete or no longer used by you;

k. The following property while outside of buildings:

(1) Bridges, walks, roadways, patios or other paved surfaces;

(2) Artificial turf and associated underlayment;

(3) Trees, shrubs and plants (other than trees, shrubs or plants that are "stock" or are part of a vegetated roof), or lawns (including fairways, greens and tees), other than lawns that are part of a vegetated roof;

(4) Radio or television antennas, (including microwave or satellite dishes) and including their lead-in wiring, masts or towers; or

(5) Fences;

except as provided in the Outdoor Property Coverage Extension;

l. Harvested grain, hay, straw or other crops while outside of buildings, growing crops or standing timber;

m. The cost to research, replace or restore the information on "valuable papers and records", except as provided in the Valuable Papers and Records – Cost of Research Coverage Extension;

n. 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;

o. "Fine arts", except as provided in the Fine Arts Additional Coverage;

This paragraph does not apply to "stock".

p. "Electronic data processing data and media" except as provided in the Electronic Data Processing Data and Media Coverage Extension or in the Accounts Receivable Coverage Extension;

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q. Outdoor signs, except as provided in the Signs Coverage Extension;

r. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;

s. Human body parts and fluids, including organs, tissue, blood and cells;

t. Water, whether in its natural state or otherwise, and whether above or below ground or the cost of reclaiming or restoring water.

This paragraph does not apply to:

(1) Water contained in storage tanks used in your manufacturing or processing operations as specifically insured under the Stored Water Additional Coverage; or

(2) Bottled water.

u. Trailers or semi-trailers operated principally away from the described premises or licensed for use on public roads, except as provided in the Non-Owned Detached Trailers Coverage Extension.

3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

a. Limited in Paragraph **A.4.**, **Limitations**; or

b. Excluded in Paragraph **B.**, **Exclusions**.

4. Limitations

a. 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.

(1) 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:

(a) 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

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

(2) 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.

(3) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than explosion.

(4) 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.

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

(6) Lawns, trees, shrubs or plants that are part of a vegetated roof or "stock" of outdoor trees, shrubs and plants caused by or resulting from:

(a) Dampness or dryness of atmosphere or of soil supporting the vegetation;

(b) Changes in or extremes of temperature;

(c) Disease;

(d) Frost or hail; or

(e) Rain, snow, sand, dust, ice or sleet.

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

(1) Animals, and then only if they are killed or their destruction is made necessary.

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(2) Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(a) Glass that is part of the exterior or interior of a building or structure;

(b) Containers of property held for sale; or

(c) Photographic or scientific instrument lenses.

c. The theft limit shown for each category, Paragraphs **(1)** through **(4)** below, is the total limit for loss of or damage by theft to all property in each category. The theft 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 theft limits are:

(1) $2,500 for all furs, fur garments and garments trimmed with fur.

(2) $5,000 for all 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.

(3) $2,500 for all patterns, dies, molds and forms.

(4) $1,000 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These theft limits are included in and do not increase the Limit of Insurance applicable to the Covered Property.

d. We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss, if the building where loss or damage occurs has been "vacant" for more than 60 consecutive days before that loss or damage occurs:

(1) Vandalism;

(2) Sprinkler Leakage, unless you have protected the system against freezing;

(3) Building glass breakage;

(4) Discharge or leakage of water;

(5) Theft; or

(6) Attempted theft.

With respect to Covered Causes of Loss other than those listed in Paragraphs **(1)** through **(6)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

5. Additional Coverages

Each of the following Additional Coverages applies subject to the applicable Limit of Insurance stated in the Additional Coverage unless a revised Limit of Insurance or *Not Covered* is indicated in the Declarations.

Unless otherwise stated, payments made under the following Additional Coverages are in addition to the applicable Limits of Insurance.

a. Reward Coverage

We will reimburse you for rewards you have incurred for information leading to:

(1) The successful return of undamaged stolen Covered Property to a law enforcement agency; or

(2) The arrest and conviction of any person who has damaged or stolen any of your Covered Property.

We will pay 25% of the covered loss (prior to the application of any applicable deductible and recovery of undamaged stolen Covered Property) up to a maximum of $10,000 in any one occurrence for the payments of rewards you make. These reward payments must be documented. No deductible applies to this Additional Coverage.

b. Claim Data Expense

(1) We will pay the reasonable expenses you incur in preparing claim data when we require such data to show the extent of loss. This includes the cost of taking inventories, making appraisals and preparing other documentation.

(2) Under this Additional Coverage, we will not pay for:

(a) Any expenses incurred, directed, or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries;

(b) Any costs in connection with Paragraph **E.2.**, Appraisal; or

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(c) Any expenses incurred, directed or billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.

(3) The most we will pay under this Additional Coverage in any one occurrence is $2,500.

c. Abrupt Collapse

The coverage provided under this Additional Coverage applies only to an abrupt collapse as described and limited in Paragraphs **c.(1)** through **c.(7)**.

(1) For the purpose of this Additional Coverage 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.

(2) We will pay for direct physical loss of or damage to Covered Property caused by abrupt 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 such collapse is caused by one or more of the following:

(a) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

(b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(c) 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; or

(d) 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:

(i) A cause of loss listed in Paragraph **(2)(a)** or **(2)(b)** above;

(ii) One or more of the "specified causes of loss";

(iii) Breakage of building glass;

(iv) Weight of people or personal property; or

(v) Weight of rain that collects on a roof.

(3) This Additional Coverage does not apply to:

(a) A building or any part of a building that is in danger of falling down or caving in;

(b) A part of a building that is standing, even if it has separated from another part of the building; or

(c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(4) With respect to the following property:

(a) Awnings, gutters and downspouts;

(b) Outdoor radio or television antennas (including microwave or satellite dishes) and their lead-in wiring, masts or towers;

(c) Fences;

(d) Piers, wharves and docks;

(e) Beach or diving platforms or appurtenances;

(f) Retaining walls;

(g) Walks, roadway and other paved surfaces;

(h) Yard fixtures; or

(i) Outdoor swimming pools;

if an abrupt collapse is caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)** above, we will pay for loss or damage to that property only if such loss or damage

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is a direct result of the abrupt collapse of a building insured under this Coverage Form and the property is Covered Property under this Coverage Form.

(5) If personal property abruptly falls down or caves in and such collapse is not the result of abrupt 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 of personal property was caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)** of this Additional Coverage;

(b) The personal property that collapses is inside a building; and

(c) The property that collapses is not of a kind listed in Paragraph **(4)** above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **(5)** does not apply to personal property if marring or scratching is the only damage to that personal property caused by the collapse.

(6) This Additional Coverage does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(7) Payments under this Additional Coverage are included in and do not increase the applicable Limit of Insurance.

(8) The term Covered Cause of Loss includes the Additional Coverage as described and limited in Paragraphs **c.(1)** through **c.(7)**.

d. Debris Removal

(1) We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, other than outdoor property as included in the Outdoor Property Coverage Extension, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) This Additional Coverage does not apply to costs to:

(a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;

(b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;

(c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;

(d) Remove property of others of a type that would not be Covered Property under this Coverage Form;

(e) Remove deposits of mud or earth from the grounds of the described premises;

(f) Extract "pollutants" from land or water; or

(g) Remove, restore or replace polluted land or water.

(3) Except as provided in Paragraph **(4)** below, payment for Debris Removal is included within the applicable Covered Property Limit of Insurance shown in the Declarations. The most we will pay under this Additional Coverage is 25% of:

(a) The amount we pay for the direct physical loss or damage to Covered Property; plus

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(b) The deductible in this Coverage Part applicable to that loss or damage.

However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is $5,000 at each location.

(4) When the debris removal expense exceeds the 25% limitation in Paragraph **(3)** above or when the sum of the debris removal expense and the amount we pay for the direct physical loss of or damage to Covered Property exceeds the applicable Covered Property Limit of Insurance, we will pay up to an additional $25,000 for debris removal expense in any one occurrence, at each described premises.

e. Electronic Vandalism

(1) As used in this Coverage Form, the terms Covered Cause of Loss and "specified cause of loss" are amended to include "electronic vandalism".

(2) This Additional Coverage does not apply to or modify any limits or deductibles that apply to:

(a) The insurance otherwise provided under this Coverage Form for loss or damage by a "specified cause of loss", other than "electronic vandalism", that results from "electronic vandalism"; or

(b) Any other insurance provided under this Coverage Form to which the Electronic Vandalism exclusion does not apply.

(3) The most we will pay for the total of all loss or damage under this Additional Coverage and any applicable Electronic Vandalism Additional Coverage under the Travelers Business Income (And Extra Expense) Coverage Form arising out of all occurrences of "electronic vandalism" occurring during each separate 12-month period of this policy (beginning with the effective date of this policy) is $10,000. This shared limit:

(a) Is included in and does not increase, the otherwise applicable Limits of Insurance, including any limit applicable to loss under any coverage that is attributable to "electronic vandalism" to which this Additional Coverage applies and that would not have been covered in the absence of this Additional Coverage; and

(b) Applies regardless of the number or types of coverages or the number of premises involved.

(4) This Additional Coverage is subject to the otherwise applicable Deductible provisions except that, in no event will the total deductible amount applied to loss in any one occurrence under this Additional Coverage and the Electronic Vandalism Additional Coverage in the Travelers Business Income (And Extra Expense) Coverage Form, be less than $1,000.

f. Expediting Expenses

(1) In the event of direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss, we will pay for the reasonable and necessary additional expenses you incur to make temporary repairs, expedite permanent repairs, or expedite permanent replacement, at the premises sustaining loss or damage. Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation. Expediting expenses do not include expenses you incur for the temporary rental of property or temporary replacement of damaged property.

(2) The most we will pay in any one occurrence under this Additional Coverage is $2,500.

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g. Fine Arts

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at any described premises, we will pay for direct physical loss of or damage to "fine arts", including "stock" of "fine arts", that are :

(a) Owned by you; or

(b) Owned by others and in your care, custody or control;

caused by or resulting from a Covered Cause of Loss, including while in transit or on exhibit, anywhere within the Coverage Territory.

(2) The following Limitations do not apply to this Additional Coverage:

(a) Breakage limitation under Paragraph **A.4.b.(2)**;

(b) Missing property limitation under Paragraph **A.4.a.(4)**.

(3) The following exclusions apply to this Additional Coverage:

(a) We will not pay for loss or damage caused by or resulting from wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration, insects, birds, rodents or other animals;

(b) We will not pay for loss or damage caused by or resulting from dampness or dryness of atmosphere, or changes in or extremes of temperature;

(c) We will not pay for loss or damage caused by or resulting from any repairing, restoration or retouching process;

(d) We will not pay for loss or damage caused by or resulting from faulty packing;

(e) Paragraph **B.1.b.** Earth Movement;

(f) Paragraph **B.1.c.** Electronic Vandalism;

(g) Paragraph **B.1.d.** Governmental Action;

(h) Paragraph **B.1.e.** Nuclear Hazard;

(i) Paragraph **B.1.g.** War and Military Action;

(j) Paragraph **B.1.h.** Water;

(k) Paragraph **B.1.i.** Neglect; and

(l) Paragraph **B.2.g.** Freezing.

No other exclusions in Paragraph **B.** Exclusions apply to this Additional Coverage. However, if any exclusions are added by endorsement to this Coverage Part, such exclusions will apply to this Additional Coverage.

(4) The most we pay for loss or damage under this Additional Coverage in any one occurrence is $10,000.

h. 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 $25,000 for service at each premises described in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

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

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

(2) Required by local ordinance.

No deductible applies to this Additional Coverage.

i. Fire Protective Equipment Discharge

(1) If fire protective equipment discharges accidentally or to control a Covered Cause of Loss we will pay your cost to:

(a) Refill or recharge the system with the extinguishing agents that were discharged; and

(b) Replace or repair faulty valves or controls that caused the discharge.

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

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No deductible applies to this Additional Coverage.

j. Limited Coverage Fungus, Wet Rot or Dry Rot

(1) The coverage provided in Paragraph **(2)** below only applies when "fungus", wet rot or dry rot is the result of any of the "specified causes of loss", other than fire or lightning, that occurs during the policy period, and only if all reasonable means have been used to save and preserve the property from further damage at the time of and after the occurrence of such "specified causes of loss".

This Additional Coverage does not apply to lawns, trees, shrubs or plants that are part of a vegetated roof.

(2) We will pay for direct physical loss of or damage to Covered Property caused by "fungus", wet rot or dry rot, including:

(a) The cost of removal of the "fungus", wet rot or dry rot;

(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 rot or dry rot; 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 rot or dry rot are present.

(3) The most we will pay for the total of all loss or damage under this Additional Coverage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) occurring during each separate 12-month period of this policy (beginning with the effective date of this policy) is $15,000.

(4) The coverage provided under this Additional Coverage is included in and does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet rot or dry rot, 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 Covered Property.

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

k. Green Building Alternatives – Increased Cost

(1) If direct physical loss or damage by a Covered Cause of Loss occurs to a building that is Covered Property, we will pay for:

(a) The reasonable additional cost you incur to repair or replace the lost or damaged portions of the building using products or materials that:

(i) Are "green" alternatives to the products or materials of the lost or damaged property, in accordance with the documented standards of a "green authority"; and

(ii) Are otherwise of comparable quality and function to the damaged property;

and

(b) The reasonable additional cost you incur to employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building, in accordance with the documented standards of a "green authority".

(2) The insurance provided under this Additional Coverage applies only if replacement cost valuation applies to the lost or damaged building and then only if the building is actually repaired or replaced as soon as

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reasonably possible after the loss or damage.

(3) The insurance provided under this Additional Coverage does not apply to any building that has been "vacant" for more than 60 consecutive days before the loss or damage occurs.

(4) This Additional Coverage does not apply to property covered under the New Acquired or Constructed Property Additional Coverage.

(5) The most we will pay for the additional cost incurred with respect to each building in any one occurrence under this Additional Coverage is determined by:

(a) Multiplying 5%; times

(b) The amount we would otherwise pay for the direct physical loss of or damage to the building, prior to application of any applicable deductible.

(6) However, the most we will pay for the additional cost incurred in any one occurrence, regardless of the number of buildings involved, is $25,000.

I. Green Building Reengineering and Recertification Expense

(1) If, as a result of direct physical loss or damage by a Covered Cause of Loss to a building that is Covered Property, the pre-loss level of "green" building certification by a "green authority" on the building is lost, we will pay for the following reasonable additional expenses you incur to re-attain the pre-loss level of "green" building certification from that "green authority":

(a) The reasonable additional expense you incur to hire a qualified engineer or other professional required by the "green authority" to be involved in:

(i) Designing, overseeing or documenting the repair or replacement of the lost or damaged building; or

(ii) Testing and recalibrating the systems and mechanicals of the lost or damaged building to verify that the systems and mechanicals are performing in accordance with the design of such systems and mechanicals or the specifications of the manufacturer;

and

(b) The reasonable registration and recertification fees charged by the "green authority".

(2) This Additional Coverage applies to the additional expenses described above that you incur to achieve the pre-loss level of "green" building certification in accordance with the standards of the "green authority" that exist at the time of repair or replacement, even if the standards have changed since the original certification was achieved.

(3) The insurance provided under this Additional Coverage does not apply to any building that has been "vacant" for more than 60 consecutive days before the loss or damage occurs.

(4) This Additional Coverage does not apply to property covered under the Newly Acquired or Constructed Property Additional Coverage.

(5) The most we will pay in any one occurrence under this Additional Coverage for:

(a) All expenses incurred with respect to each building is 5% of the sum of:

(i) The amount we pay for the direct physical loss of or damage to the building, including any amount paid under the Green Building Alternatives – Increased Cost Additional Coverage; and

(ii) The deductible amount applied to the loss payment for direct physical loss or damage to the building;

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(b) All expenses incurred, regardless of the number of buildings involved, is $25,000.

m. Newly Acquired or Constructed Property

(1) Buildings

(a) We will pay for direct physical loss of or damage to the following property caused by or resulting from a Covered Cause of Loss:

(i) Your new buildings or additions while being built on the described premises or newly acquired premises including materials, equipment, supplies and temporary structures, on or within 1,000 feet of the premises;

(ii) Buildings you acquire at locations other than the described premises; and

(iii) Buildings that you become newly required to insure under a written contract.

(b) The most we will pay for loss or damage to newly constructed buildings or newly acquired buildings under this Additional Coverage in any one occurrence is $500,000 at each premises.

(2) Business Personal Property

(a) When a Limit of Insurance is shown in the Declarations for Business Personal Property at any described premises, we will pay for direct physical loss of or damage to the following property caused by or resulting from a Covered Cause of Loss:

(i) Business Personal Property at a building you newly acquire or construct at a location described in the Declarations; and

(ii) Business Personal Property at any other location you acquire by purchase or lease (other than at fairs, trade shows or exhibitions).

(b) The most we will pay for loss or damage to Business Personal Property under this Additional Coverage in any one occurrence is $250,000 at each premises.

(3) Insurance provided under this Additional Coverage for each newly acquired or constructed property will end when any of the following first occurs:

(a) This policy is cancelled or expires;

(b) 180 days expire after you acquire or begin to construct the property;

(c) You report values to us; or

(d) The property is more specifically insured.

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

n. Ordinance or Law

(1) In the event of covered direct physical loss or damage to a building that is Covered Property, the following coverages apply, but only with respect to that lost or damaged building:

(a) Coverage A – Coverage For Loss To The Undamaged Portion of The Building

We will pay under Coverage **A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

(b) Coverage B – Demolition Cost Coverage

We will pay under Coverage **B** the cost to demolish the building and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

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(c) Coverage C – Increased Cost of Construction

We will pay under Coverage **C** the increased cost to:

(i) Repair or reconstruct damaged portions of that building; or

(ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

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

This Coverage **C** 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. This Coverage **C** does not apply if the building is not repaired, reconstructed or remodeled.

(2) The coverages described in **(1)** above apply only if the provisions in Paragraphs **(a)** and **(b)** below are satisfied and are then subject to the qualifications set forth in Paragraph **(c)** below:

(a) The ordinance or law:

(i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(ii) Is in force at the time loss.

But this Additional Coverage 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.

(b) The building either:

(i) Sustains direct physical loss or damage that is covered under this Coverage Part and such damage results in enforcement of the ordinance or law; or

(ii) Sustains both direct physical loss or damage that is covered under this Coverage Part and direct physical loss or damage that is not covered under this Coverage Part and the building damage in its entirety results in enforcement of the ordinance or law.

If the building sustains direct physical loss or damage that is not covered under this Coverage Part, and such damage is the subject of the ordinance or law, then there is no coverage under this Additional Coverage even if the building has also sustained covered direct physical loss or damage.

(c) In the situation described in **(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of Coverage **A**, **B** or **C** of this Additional Coverage. Instead, we will pay a proportion of such loss. The proportion of such loss that we will pay is the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage.

However, if covered direct physical loss or damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverage **A**, **B**, or **C** of this Additional Coverage.

(3) We will not pay under this Additional Coverage for:

(a) Enforcement of or compliance with any ordinance or law that requires the demolition, repair, replacement, reconstruction,

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remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet rot or dry rot;

(b) The costs associated with the enforcement of or compliance with any ordinance or law that 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 rot or dry rot; or

(c) Loss due to any ordinance or law that:

(i) You were required by the ordinance or law to comply with before the loss, even if the building was undamaged; and

(ii) You failed to comply with.

(4) Exclusion **B.1.a.,** Ordinance or Law, does not apply to this Additional Coverage.

(5) Loss Payment

Subject to the limit described in Paragraph **(6)** below and the apportionment procedures set forth in the Ordinance or Law Additional Coverage of this Coverage Form:

(a) The insurance provided under this Additional Coverage for Coverage **A** loss in value to the undamaged portion of the building is limited as follows:

(i) If Replacement Cost Coverage applies and the building is repaired or replaced on the same or another premises, we will not pay more than the lesser of:

a) The amount you actually spend to repair, rebuild or reconstruct the undamaged portion of the building that was necessarily demolished as a consequence of the ordinance or law; or

b) The amount it would cost to restore the undamaged portion of the building on the same premises and to the same height, floor area, style and comparable quality of the original undamaged portion of the building.

(ii) If Replacement Cost Coverage applies and the building is not repaired or replaced, or if Replacement Cost Coverage does not apply, we will not pay more than the actual cash value of the undamaged portion of the building at the time of loss.

(b) We will not pay more for Coverage **B** demolition costs than the amount you actually spend to demolish and clear the site of the described premises.

(c) We will not pay for Coverage **C** increased construction costs under this Additional Coverage:

(i) Until the property is actually repaired or replaced, at the same or another location; 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.

(d) The insurance provided under this Additional Coverage for increased cost of construction is limited as follows:

(i) 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 is the increased cost of construction at the same premises; or

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

(6) The most we will pay for loss under this Additional Coverage for the total of all coverages described in Paragraph **(1)** above in any one occurrence is $25,000 at each described premises.

o. Pollutant Cleanup and Removal

(1) We will pay your necessary and reasonable 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:

(a) At the described premises;

(b) To Covered Property; and

(c) During the policy period.

(2) 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.

(3) 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 that is performed in the course of extracting the "pollutants" from the land or water.

(4) The most we will pay under this Additional Coverage is $25,000 for the sum of all covered expenses arising out of all Covered Causes of Loss occurring during each separate 12-month period of this policy (beginning with the effective date of this policy).

p. Preservation of Property

If it is necessary to temporarily move Covered Property from the described premises to preserve it from the threat of imminent loss or damage by a Covered Cause of Loss:

(1) We will pay for the reasonable and necessary expenses actually incurred by you to remove the Covered Property from the described premises, temporarily store the Covered Property at another location and move the Covered Property back to the described premises within a reasonable time after the threat of imminent loss or damage to the property by the Covered Cause of Loss passes. The most we will pay for the sum of all such expenses that you incur due to the threat of loss or damage from any one occurrence is the lesser of the applicable Covered Property Limit of Insurance or $100,000, subject to the following:

(a) When the Causes of Loss – Earthquake endorsement or Causes of Loss – Earthquake Sprinkler Leakage endorsement is included in this Coverage Part, our payment for the sum of all expenses incurred due to the threat of loss or damage to Covered Property from all threatened occurrences of all such Covered Causes of Loss in any one policy year will not exceed $100,000. This limit is not included in, and does not reduce, the Limits of Insurance that apply to loss or damage to which the Causes of Loss – Earthquake endorsement or the Causes of Loss – Earthquake Sprinkler Leakage endorsement applies.

(b) When the Causes of Loss – Broad Form Flood endorsement is included in this Coverage Part, our payment for the sum of all expenses incurred due to the threat of loss or damage to Covered Property from all threatened occurrences of such Covered Cause of Loss in any one policy year will not exceed $100,000. This limit is not included in, and does not reduce, the Limits of Insurance that apply to loss or damage to which the Causes of Loss – Broad Form Flood endorsement applies.

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(c) If the threat of imminent direct physical loss or damage to Covered Property from the same occurrence spans over multiple policy years, only the limit that applies to this Coverage in the policy year in which the expenses are first incurred by you will apply to the total of the expenses incurred due to the threat of loss or damage from that occurrence.

This coverage is subject to the deductible that applies to loss or damage to the Covered Property by the Covered Cause of Loss from which the property is being preserved.

(2) We will also pay for any direct physical loss of or damage to the Covered Property while it is being moved from the described premises, while temporarily stored at another location or while being moved back to the described premises, subject to the following:

(a) This coverage is included in and does not increase the applicable Covered Property Limit of Insurance.

(b) This coverage will only apply if the loss or damage occurs within 90 days after the Covered Property is first moved and will end when any of the following first occurs:

(i) The policy is amended to provide insurance at the new location;

(ii) The Covered Property is returned to the original location; or

(iii) This policy expires.

q. Temporary Relocation of Property

(1) If Covered Property is removed from the described premises and stored temporarily at a location you own, lease or operate while the described premises is being renovated or remodeled, we will pay for direct physical loss of or damage to that stored property:

(a) Caused by or resulting from a Covered Cause of Loss;

(b) Up to $50,000 at each temporary location in any one occurrence; and

(c) During the storage period of up to 90 consecutive days but not beyond expiration of this policy.

(2) This Additional Coverage does not apply if the stored property is more specifically insured.

r. Stored Water

(1) We will pay the cost you incur to replace water that is used in your manufacturing or processing operations that is contained in any:

(a) Above-ground storage tank; or

(b) Manufacturing or processing equipment (including related piping) at the described premises;

when the water has been released or rendered unusable for its intended purpose due to direct physical loss of or damage to such tank, equipment or piping by a Covered Cause of Loss.

(2) This Additional Coverage does not apply to costs to restore or replace water contained in any fire suppression system.

(3) The most we will pay in any one occurrence under this Additional Coverage is $25,000.

s. Water or Other Substance Loss – Tear Out and Replacement Expense

In the event of covered loss or damage caused by or resulting from water (or steam), other liquid, powder or molten material, we will also pay:

(1) The necessary cost of tearing out and replacing any part of a covered building or structure to repair damage to the system or appliance from which the water (or steam), other liquid, powder or molten material escapes; and

(2) The cost to repair or replace damaged parts of fire extinguishing equipment if:

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(a) The damage results in discharge of any substance from an automatic fire protective system; or

(b) Is directly caused by freezing.

Except as provided under **(2)** above, we will not pay the cost to repair any defect in a system or appliance from which the water (or steam), other liquid, powder or molten material escapes.

Payments under this Additional Coverage are included in and do not increase the applicable Limit of Insurance.

6. Coverage Extensions

Each of the following Coverage Extensions applies subject to the applicable Limit of Insurance stated in the Coverage Extension, unless a revised Limit of Insurance or *Not Covered* is indicated in the Declarations.

Unless otherwise stated, payments made under the following Coverage Extensions are included in and do not increase the applicable Limits of Insurance.

a. Accounts Receivable

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to loss, as described in Paragraph **(2)** below, due to direct physical loss of or damage to your records of accounts receivable (including those on electronic data processing media) caused by or resulting from a Covered Cause of Loss. Credit card company media will be considered accounts receivable until delivered to the credit card company.

(2) We will pay for:

(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 re-establish your records of accounts receivable.

(3) The following exclusions apply to this Coverage Extension:

(a) We will not pay for loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions;

(b) We will not pay for any loss or damage that requires any audit of records or any inventory computation to prove its factual existence;

(c) We will not pay for loss or damage caused by or resulting from 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. But this exclusion applies only to the extent of the wrongful giving, taking or withholding;

(d) Paragraph **B.1.b**. Earth Movement;

(e) Paragraph **B.1.c.** Electronic Vandalism;

(f) Paragraph **B.1.d**. Governmental Action;

(g) Paragraph **B.1.e.** Nuclear Hazard;

(h) Paragraph **B.1.g**. War and Military Action;

(i) Paragraph **B.1.h.** Water;

(j) Paragraph **B.1.i.** Neglect;

(k) Paragraph **B.2.g**. Freezing;

(l) Paragraph **B.2.h**. Dishonesty;

(m) Paragraph **B.2.i.** Voluntary Parting; and

(n) The Exclusions listed in Paragraph **B. 3.**

No other exclusions in Paragraph **B.** Exclusions apply to this Coverage Extension. However, if any exclusions are added by endorsement to this Coverage Part,

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such exclusions will apply to this Coverage Extension.

(4) The most we will pay under this Coverage Extension for loss of or damage to records of accounts receivable in any one occurrence while in transit or at a premises other than the described premises is $25,000.

(5) The most we will pay under this Coverage Extension for loss of or damage to records of accounts receivable in any one occurrence at each described premises is $25,000.

(6) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

b. Appurtenant Buildings and Structures

(1) When a Limit of Insurance is shown in the Declarations for Building at the described premises, you may extend that insurance to apply to direct physical loss of or damage to incidental appurtenant buildings or structures, within 1,000 feet of that described premises, caused by or resulting from a Covered Cause of Loss.

(2) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to Business Personal Property within incidental appurtenant buildings or structures within 1,000 feet of that described premises, caused by or resulting from a Covered Cause of Loss.

(3) Incidental appurtenant buildings or structures include:

(a) Storage buildings including portable storage units;

(b) Carports;

(c) Garages;

(d) Pump houses; or

(e) Above ground tanks;

that have not been specifically described in the Declarations.

But incidental appurtenant buildings and structures do not include:

(a) Outside signs, whether or not attached to buildings or structures;

(b) Any property to which the Outdoor Property Coverage Extension applies; or

(c) Any property excluded under **A.2.** Property Not Covered.

(4) The most we will pay under this Coverage Extension in any one occurrence for any combination of loss of or damage to Building and Business Personal Property is $50,000.

(5) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

c. Building Glass

(1) If:

(a) You are the building owner; and

(b) A Limit of Insurance is shown in the Declarations for Building at the described premises;

you may extend that insurance to apply to direct physical loss of or damage to all exterior and interior building glass caused by or resulting from a Covered Cause of Loss, including glass breakage and damage to glass by chemicals accidentally or maliciously applied to glass.

(2) If:

(a) You are a tenant;

(b) A Limit of Insurance is shown in the Declarations for Building or Business Personal Property at the described premises; and

(c) You are contractually obligated to insure, repair or replace building glass at the described premises;

you may extend that insurance to apply to direct physical loss of or damage to all exterior and interior building glass caused by or resulting from a Covered Cause of Loss, including glass breakage and damage to glass by chemicals accidentally or maliciously applied to glass.

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(3) We will also pay for necessary expenses in connection with loss or damage covered in Paragraphs **(1)** or **(2)** above, incurred by you to:

(a) Put up temporary plates or board up openings;

(b) Repair or replace encasing frames; and

(c) Remove or replace obstructions.

(4) The following exclusions apply to this Coverage Extension:

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

(i) Wear and tear;

(ii) Hidden or latent defect;

(iii) Corrosion; or

(iv) Rust;

(b) Paragraph **B.1.b.** Earth Movement;

(c) Paragraph **B.1.c.** Electronic Vandalism;

(d) Paragraph **B.1.d.** Governmental Action;

(e) Paragraph **B.1.e.** Nuclear Hazard;

(f) Paragraph **B.1.g.** War and Military Action; and

(g) Paragraph **B.1.h.** Water.

No other exclusions in Paragraph **B.** Exclusions apply to this Coverage Extension. However, if any exclusions are added by endorsement to this Coverage Part, such exclusions will apply to this Coverage Extension.

d. Property Off Premises

(1) When a Limit of Insurance is shown in the Declarations for Covered Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to such property caused by or resulting from a Covered Cause of Loss while such property is temporarily away from the described premises:

(a) At any fair, trade show or exhibition within the Coverage Territory at a premises you do not own, lease or regularly operate;

(b) At installation premises or temporary storage premises while awaiting installation within the Coverage Territory that you do not own, lease or regularly operate. This coverage applies only to such property that will or has become a permanent part of an installation project being performed for others by you or on your behalf. This coverage will end when any of the following first occurs:

(i) Your interest in the property ceases;

(ii) The installation is accepted;

(iii) The installation is abandoned;

(iv) The property is more specifically insured; or

(v) This policy is cancelled or expires, whichever occurs first; or

(c) At any other premises within the Coverage Territory that you do not own, lease or regularly operate.

(2) This Coverage Extension does not apply to property:

(a) Sold by you under an installment plan, conditional sale, trust agreement or other deferred payment plan after delivery to the purchasers.

(b) Otherwise covered under the following Additional Coverages:

(i) Fine Arts; or

(ii) Temporary Relocation of Property; or

(c) Otherwise covered under the following Coverage Extensions:

(i) Accounts Receivable;

(ii) Electronic Data Processing Data and Media; or

(iii) Valuable Papers and Records – Cost of Research.

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(d) In due course of transit.

(3) The most we will pay in any one occurrence under this Coverage Extension is $25,000.

(4) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

e. Covered Property In Transit

(1) When a Limit of Insurance is shown in the Declarations for Covered Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to such property caused by or resulting from a Covered Cause of Loss while in due course of transit at your risk within the Coverage Territory.

(2) Paragraph **B.1.b.** and **B.1.h.** do not apply to this Coverage Extension.

(3) This Coverage Extension does not apply to:

(a) Property within 1,000 feet of the described premises;

(b) Property while in the custody of the United States Postal Service;

(c) Property while waterborne, except in regular ferry operations in the course of being moved by other means of transportation, and then to include General Average and Salvage Charges for which you become liable;

(d) Export shipments once:

(i) The shipment is loaded on board the export conveyance; or

(ii) Coverage under an Ocean Marine or other insurance policy covering the shipment begins;

whichever is earlier;

(e) Import shipments prior to:

(i) The shipment being unloaded from the import conveyance; or

(ii) Coverage under an Ocean Marine or other insurance policy covering the shipment ends;

whichever is later;

(f) Property of others for which you are responsible while acting as a common or contract carrier, freight forwarder, freight consolidator, freight broker or public warehouseman;

(g) Property sold by you under an installment plan, conditional sale, trust agreement or other deferred payment plan after delivery to the purchasers; or

(h) Tools, equipment, supplies and materials all used for service or repair in your business that are in a motor vehicle. However, this does not apply to property in the care, custody or control of your sales representatives.

(i) Property otherwise covered under the Fine Arts Additional Coverage; or

(j) Property otherwise covered under the following Coverage Extensions:

(i) Accounts Receivable;

(ii) Electronic Data Processing Data and Media; or

(iii) Valuable Papers and Records – Cost of Research.

(4) We will not pay for loss or damage by theft from a conveyance or container while unattended unless the portion of the conveyance or container containing the Covered Property is fully enclosed and securely locked, and the theft is by forcible entry of which there is visible evidence.

(5) The most we will pay in any one occurrence under this Coverage Extension is $10,000.

(6) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

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f. Electronic Data Processing Data and Media

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to "electronic data processing data and media", caused by or resulting from a Covered Cause of Loss.

(2) The most we will pay under this Coverage Extension for loss of or damage to "electronic data processing data and media", while in transit or at premises other than the described premises, in any one occurrence, is $10,000.

(3) The most we will pay under this Coverage Extension for loss of or damage to duplicates of your "electronic data processing data and media" while stored at a separate premises from where your original "electronic data processing data and media" are kept, in any one occurrence, is $10,000.

(4) The most we will pay under this Coverage Extension for loss of or damage to "electronic data processing data and media", at each described premises in any one occurrence is $10,000.

(5) Payments under this Coverage Extension are in addition to the applicable Limits of Insurance.

g. Green Business Personal Property Alternatives – Increased Cost

(1) If:

(a) The Declarations shows that you have coverage for Business Personal Property; and

(b) Direct physical loss or damage by a Covered Cause of Loss occurs to covered Business Personal Property at the described premises; and

(c) Such loss or damage requires replacement of such property, or with respect to improvements and betterments, requires repair or replacement;

you may extend that insurance to apply to the reasonable additional cost you incur to replace the lost or damaged Business Personal Property, or with respect to improvements and betterments, to repair or replace the lost or damaged portions of such improvements and betterments, using products or materials that:

(i) Are "green" alternatives to the products or materials of the lost or damaged property, in accordance with the documented standards of a "green authority"; and

(ii) Are otherwise of comparable quality and function to the damaged property.

(2) With respect to improvements and betterments you may also extend that insurance to apply to the reasonable additional cost you incur to employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building, in accordance with the documented standards of a "green authority".

(3) The insurance provided under this Coverage Extension applies only if replacement cost valuation applies to the lost or damaged property and then only if the property is actually repaired or replaced as soon as reasonably possible after the loss or damage.

(4) This Coverage Extension does not apply to "stock" or property of others that is in your care, custody or control.

(5) The insurance provided under this Coverage Extension does not apply to Business Personal Property at any building that has been "vacant" for more than 60 consecutive days before the loss or damage occurs.

(6) This Coverage Extension does not apply to property covered under the Newly Acquired or Constructed Property Additional Coverage.

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(7) The most we will pay in any one occurrence under this Coverage Extension for the increased cost incurred with respect to the damaged property to which this Coverage Extension applies is determined by:

(a) Multiplying 5%; times

(b) The amount we would otherwise pay for the direct physical loss of or damage to the business personal property, prior to application of any applicable deductible.

(8) However, the most we will pay for the additional cost incurred in any one occurrence is $25,000.

h. Non-Owned Detached Trailers

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss or damage by a Covered Cause of Loss to trailers or semi-trailers that you do not own, provided that:

(a) The trailer or semi-trailer is used in your business;

(b) The trailer or semi-trailer is in your care, custody or control at the described premises; and

(c) You have a contractual responsibility to pay for loss of or damage to the trailer or semi-trailer.

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

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

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

(3) The most we will pay under this Coverage Extension in any one occurrence is $5,000.

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

(5) Payments under this Coverage Extension are in addition to the applicable Limits of Insurance.

i. Outdoor Property

(1) When a Limit of Insurance is shown in the Declarations for Covered Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to the following types of outdoor property at that described premises caused by or resulting from a Covered Cause of Loss as described in **(a)** and **(b)** below:

(a) Fences, bridges, walks, roadways, patios and other paved surfaces, lawns (including fairways, greens and tees), other than lawns that are part of a vegetated roof, trees, shrubs and plants, (other than trees, shrubs, or plants that are "stock" or are part of a vegetated roof) and artificial turf (including underlayment), if they are a Covered Cause of Loss:

(i) Fire;

(ii) Lightning;

(iii) Explosion;

(iv) Riot or civil commotion;

(v) Aircraft;

(vi) Falling objects;

(vii) "Sinkhole collapse" or

(viii) Volcanic action.

(b) Radio or television antennas (including microwave or satellite dishes) and their lead-in wiring, masts or towers, if they are a Covered Cause of Loss:

(i) A cause of loss listed in **(1)(a)(i)** through **(1)(a)(viii)** above;

(ii) Windstorm or hail;

(iii) Vehicles; or

(iv) Vandalism.

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(2) We will also pay your reasonable and necessary expense that you incur to remove debris of your Outdoor Property listed above and similar property of others at your described premises caused by a Cause of Loss listed in **(a)** and **(b)** above that occurs during the policy period. Such expenses will be paid only if they are reported to us in writing within 180 days of the direct physical loss or damage. Such payment will not increase the Limit of Insurance that applies to this Coverage Extension.

(3) The most we will pay for loss or damage and debris removal expense in any one occurrence under this Coverage Extension is $10,000, but we will not pay more than $1,000 for any one tree, shrub or plant.

(4) Payments under this Coverage Extension are in addition to the applicable Limits of Insurance.

j. Personal Effects

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to personal effects owned by:

(a) You; or

(b) Your officers, partners, "members", "managers", employees, directors or trustees;

caused by or resulting from a Covered Cause of Loss.

(2) Such property must be located at a described premises.

(3) The most we will pay under this Coverage Extension in any one occurrence is $10,000 at each described premises. Our payment for loss of or damage to personal effects of others will only be for the account of the owner of the property.

(4) Payments under this Coverage Extension are in addition to the applicable Limits of Insurance.

k. Signs

(1) If:

(a) You are the building owner; and

(b) A Limit of Insurance is shown in the Declarations for Building;

at the described premises, you may extend that insurance to apply to direct physical loss of or damage to outdoor signs attached to the building, or on or within 1,000 feet of the described premises, caused by or resulting from a Covered Cause of Loss.

(2) If:

(a) You are a tenant;

(b) A Limit of Insurance is shown in the Declarations for Business Personal Property; and

(c) You own or are contractually obligated to repair or replace outdoor signs;

at the described premises, you may extend that insurance to apply to direct physical loss of or damage to outdoor signs attached to the building, or on or within 1,000 feet of the described premises, caused by or resulting from a Covered Cause of Loss.

l. Theft Damage to Rented Property

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to the following caused by or resulting by theft or attempted theft to:

(a) That part of a building you occupy, but do not own, that contains Covered Property; and

(b) Property within such non-owned building used for maintenance or service of such non-owned building.

(2) We will not pay under this Coverage Extension for loss or damage:

(a) Caused by or resulting from fire or explosion; or

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(b) To glass (other than glass building blocks) or to any lettering, ornamentation or burglar alarm tape on glass.

(3) This Coverage Extension applies only if you are a tenant and you are contractually obligated to insure this exposure.

m. Valuable Papers and Records – Cost of Research

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to "valuable papers and records", that:

(a) You own; or

(b) Are owned by others, but in your care, custody or control;

caused by or resulting from a Covered Cause of Loss.

(2) This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.

(3) The following exclusions apply to this Coverage Extension:

(a) We will not pay for any loss or damage to "valuable papers and records" caused by or resulting from any errors or omissions in processing or copying. But if errors or omissions in processing or copying results in fire or explosion, we will pay for the resulting loss or damage caused by that fire or explosion.

(b) Paragraph **B.1.b.** Earth Movement;

(c) Paragraph **B.1.c.** Electronic Vandalism

(d) Paragraph **B.1.d.** Governmental Action;

(e) Paragraph **B.1.e.** Nuclear Hazard;

(f) Paragraph **B.1.g.** War and Military Action;

(g) Paragraph **B.1.h.** Water;

(h) Paragraph **B.1.i.** Neglect;

(i) Paragraph **B.2.g**; Freezing;

(j) Paragraph **B.2.h.** Dishonesty;

(k) Paragraph **B.2.i.** Voluntary Parting; and

(l) The Exclusions listed in Paragraph **B.3.**

No other exclusions in Paragraph **B.** Exclusions apply to this Coverage Extension. However, if any exclusions are added by endorsement to this Coverage Part, such exclusions will apply to this Coverage Extension.

(4) The most we will pay under this Coverage Extension for loss of or damage to "valuable papers and records" in any one occurrence while in transit or at a premises other than the described premises is $25,000.

(5) The most we will pay under this Coverage Extension for loss of or damage to "valuable papers and records" in any one occurrence at each described premises is $25,000.

(6) Payments made under this Coverage Extension are in addition to the applicable Limits of 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. Exclusions **B.1.a.** through **B.1.m.** apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Ordinance or Law

(1) The enforcement of or compliance with any ordinance or law:

(a) Regulating the construction, use or repair of any property; or

(b) Requiring the tearing down of any property, including the cost of removing its debris.

(2) This exclusion, Ordinance or Law, applies whether the loss results from:

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(a) An ordinance or law that is enforced even if the property has not been damaged; or

(b) 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 tremors and aftershocks and 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 that 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 Paragraphs **b.(1)** through **b.(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.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, 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 of or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is naturally occurring or due to man-made or other artificial causes.

c. Electronic Vandalism

"Electronic vandalism".

If "electronic vandalism" results in a "specified cause of loss", other than vandalism, this exclusion will not apply to the resulting loss caused by that "specified cause of loss".

This exclusion does not apply to the extent coverage is provided under the Electronic Vandalism Additional Coverage.

d. 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.

e. 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.

f. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

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(1) Originates away from the described premises; or

(2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

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

Communication services include service relating to Internet access or access to any electronic, cellular or satellite network.

This exclusion does not apply to loss or damage to "electronic data processing equipment" or "electronic data processing data and media".

g. 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.

h. 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 driven by wind (including storm surge) or not;

(2) Mudslide or mudflow;

(3) Water or sewage 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 **(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 naturally occurring or due to man-made or other artificial causes. 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.

i. Neglect

Neglect of an insured to use reasonable means to save and preserve property from further damage at and after the time of loss.

j. Intentional Loss

Any act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

k. Fungus, Wet Rot or Dry Rot

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

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But if "fungus", wet rot or dry rot results in any of the "specified causes of loss", we will pay for the loss or damage caused by such "specified causes of loss".

This exclusion does not apply:

(1) When "fungus", wet rot or dry rot results from fire or lightning; or

(2) To the extent that coverage is provided under the Limited Coverage Fungus, Wet Rot or Dry Rot Additional Coverage.

l. Certain Computer-related Losses

(1) Failure, malfunction or inadequacy of:

(a) Any of the following, whether belonging to any insured or to others:

(i) Computer hardware, including microprocessors;

(ii) Computer application software;

(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 services, data or functions, that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **(1)(a)** above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

(2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you to determine, rectify or test for, any potential or actual problems described in Paragraph **(1)** above.

If an excluded Cause of Loss as described in Paragraphs **(1)** and **(2)** above results in any of the "specified causes of loss", or in elevator collision resulting from mechanical breakdown, we will pay only for the loss or damage caused by such "specified causes of loss" or elevator collision.

We will not pay for repair, replacement or modification of any items in Paragraphs **(1)** and **(2)** above to correct any deficiencies or change in features.

m. Virus or Bacteria

Any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness or disease.

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

a. Electrical Damage or Disturbance

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs 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.

Electrical, magnetic or electromagnetic energy includes:

(1) Electrical current, including arcing;

(2) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(3) Pulse of electromagnetic energy;

(4) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

This exclusion does not apply to loss or damage to "electronic data processing equipment" or "electronic data processing data and media".

b. Consequential Loss

Delay, loss of use or loss of market.

c. Smoke, Vapor or Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

This exclusion does not apply to emissions or puff backs of smoke, soot,

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fumes or vapors from a boiler, furnace or related equipment.

d. Other Types of Losses

(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;

This exclusion does not apply to loss or damage to "electronic data processing equipment" or "electronic data processing data and media".

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

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature;

(c) Marring or scratching;

(d) Changes in flavor, color, texture or finish;

(e) Evaporation or leakage; or

(8) Contamination by other than "pollutants".

But if an excluded cause of loss that is listed in Paragraphs **(1)** through **(8)** above 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

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. Liquid Seepage or Leakage

Continuous or repeated seepage or leakage of water or other liquid, or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 days or more.

g. Freezing

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning, ventilation, or other equipment (except fire protection 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. Dishonesty

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

Voluntary parting with any property by you or anyone else to whom you have entrusted the property, regardless of whether induced to do so by any

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fraudulent scheme, trick, device or false pretense.

j Exposed Property

Rain, snow, sand, dust, ice or sleet to personal property in the open.

k. Pollution

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, **k.** does not apply to damage to glass caused by chemicals applied to the glass.

l. Collapse

(1) Collapse, including any of the following conditions of property or any part of the property:

(a) An abrupt falling down or caving in;

(b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion as such condition relates to Paragraph **l.(1)(a)** or **l.(1)(b)**.

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.

(2) This exclusion **l.** does not apply:

(a) To an abrupt collapse, to the extent that coverage is provided under the Abrupt Collapse Additional Coverage; or

(b) To collapse caused by one or more of the following:

(i) Any of the "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;

(ii) Weight of rain that collects on a roof; or

(iii) Weight of people or personal property.

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.** and **3.b.** results in a Covered Cause of Loss, we will pay for the resulting 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 **B.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.

If an excluded cause of loss that is listed in **3.c.** above results in a Covered Cause of Loss, we will pay for the resulting loss or damage caused by that Covered Cause of Loss. But we will not pay for:

(1) Any cost of correcting or making good the fault, inadequacy or defect itself, including any cost incurred to tear down, tear out, repair or replace any part of any property to correct the fault, inadequacy or defect; or

(2) Any resulting loss or damage by a Covered Cause of Loss to the property that has the fault,

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inadequacy or defect until the fault, inadequacy or defect is corrected.

4. Special Exclusion

The following exclusion applies only with respect to "electronic data processing equipment" and "electronic data processing data and media".

Electronic Data Processing Equipment and Electronic Data Processing Data and Media

(1) We will not pay for loss of or damage to "electronic data processing equipment", any other programmable electronic machines, "electronic data processing data and media" or other electronic data caused by or resulting from the following. In addition, we will not pay for any loss that is a consequence of such loss or damage.

(a) Programming errors, omissions or incorrect instructions to a machine. But if programming errors, omissions or incorrect instructions to a machine result in any of the "specified causes of loss" or result in mechanical breakdown of "electronic data processing equipment", we will pay for the loss or damage caused by that "specified cause of loss" or mechanical breakdown of "electronic data processing equipment";

(b) Unauthorized viewing, copying or use of "electronic data processing data and media" by any person, even if such activity is characterized as theft;

(c) Errors or deficiency in design, installation, maintenance, repair or modification of your electronic data processing system or any electronic data processing system or network to which your system is connected or on which your system depends (including the electronic data in such system or network). But if errors or deficiency in design, installation, maintenance, repair or modification of your electronic data processing system or any electronic data processing system or network to which your system is connected or on which your system depends (including the electronic data in such system or network) results in any of the "specified causes of loss" or results in mechanical breakdown of "electronic data processing equipment", we will pay for the loss or damage caused by that "specified cause of loss" or mechanical breakdown of "electronic data processing equipment"; or

(d) Unexplained or indeterminable failure, malfunction or slowdown of any electronic data processing system or network, including the electronic data in such system or network, and the inability to access or properly manipulate the electronic data.

(2) We will not pay for loss of or damage to "electronic data processing data and media" or other electronic data while being sent electronically. In addition, we will not pay for any loss that is a consequence of such loss or damage.

5. Additional Exclusion

The following exclusion applies only to loss or damage to the specified property and to loss that is a consequence of such loss or damage to the specified property.

Loss or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance, or quality of the product. But, if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

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, this Coverage Form or any Endorsement.

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2. Inflation Guard

a. When a percentage for Inflation Guard is shown in the Declarations, the Limit of Insurance for property to which this coverage applies will automatically increase by that annual percentage.

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, multiplied by

(2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), multiplied by

(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 Building limit 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 x .08 x (146/365) =	$3,200

3. Business Personal Property Limit – Seasonal Increase

a. The Limit of Insurance for Business Personal Property shown in the Declarations will automatically increase by 25% to provide for seasonal variations.

b. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

(1) The 12 months immediately preceding the date the loss or damage occurs; or

(2) The period of time you have been in business as of the date the loss or damage occurs.

D. DEDUCTIBLES

Unless otherwise stated:

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of covered loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.

2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under the Building Glass Coverage Extension in any one occurrence is the Building Glass Deductible shown in the Declarations.

3. If more than one deductible applies to loss or damage in any one occurrence, we will apply each deductible separately. But the total of all deductible amounts applied in any one occurrence will not exceed the largest applicable deductible.

E. PROPERTY LOSS CONDITIONS

The following conditions apply in addition to the Common Policy 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:

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(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 and 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 – Building and Personal Property

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 Paragraph **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 Paragraph **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 Paragraph **e.** below or any applicable provision that amends or supersedes these valuation conditions.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property, except as provided in the Ordinance or Law Additional Coverage.

c. We will give notice of our intentions within 30 days after we receive the proof of loss.

d. We will not pay you more than your financial interest in the Covered Property.

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

(1) At replacement cost (without deduction for depreciation), except as otherwise stated or as provided in Paragraphs **(2)** through **(15)** below.

(a) 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

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event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(b) We will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

Instead, we will pay on an actual cash value basis. This restriction does not apply to losses less than $5,000.

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

a) If the conditions in Paragraphs **(i)** and **(ii)** above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth under Paragraph **e.(7)** below; and

b) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

(c) We will not pay more for loss or damage on a replacement cost basis than the least of Paragraphs **(i)**, **(ii)** or **(iii)** subject to Paragraph **(d)** below:

(i) The Limit of Insurance applicable to the lost or damaged property;

(ii) 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

(iii) 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 Paragraph **(ii)** above is limited to the cost that would have been incurred if the building had been rebuilt at the original premises.

(d) The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

(2) If the Declarations indicates that Actual Cash Value applies to Buildings or Business Personal Property, Paragraph **(1)** above does not apply to the property for which Actual Cash Value is indicated.

(3) Personal Property of others at the amount for which you are liable, not to exceed the replacement cost.

(4) The following property at actual cash value:

(a) Used or second-hand merchandise held in storage or for sale;

(b) Household contents, except personal property in apartments or rooms furnished by you as landlord; and

(c) Personal effects.

(5) "Fine arts" as follows:

(a) If there is a schedule of "fine arts" on file that includes a description and value of the lost or damaged item, we will pay the value as stated in the schedule for that item if there is a total loss to that item. If there is a partial loss to an item, we will pay the cost of reasonably restoring or repairing that item.

(b) For "fine arts" without a schedule on file as described in Paragraph **(a)** above, the value

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of "fine arts" will be the least of the following amounts:

(i) The market value of the lost or damaged item at the time and place of loss;

(ii) The cost of reasonably restoring the lost or damaged item; or

(iii) The cost of replacing that lost or damaged item with property that is substantially the same.

(6) Glass at the cost of replacement with safety glazing material if required by law.

(7) Tenants' Improvements and Betterments at:

(a) Replacement cost if you make repairs promptly.

(b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(ii) Divide the amount determined in Paragraph **(i)** 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.

(c) Nothing, if others pay for repairs or replacement.

(8) "Valuable papers and records" at the cost of restoration or replacement. To the extent that the contents of the "valuable papers and records" are not restored or replaced, the "valuable papers and records" will be valued at the cost of replacement with blank material of substantially identical type.

(9) "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

(10) "Stock" in process at the cost of raw materials, and labor, plus the proper proportion of overhead charges.

(11) Property in transit (other than "stock" you have sold) at the amount of invoice, including your prepaid or advanced freight charges and other charges that may have accrued or become legally due from you since the shipment. If you have no invoice, actual cash value will apply.

(12) Accounts Receivable as follows:

(a) If you cannot accurately establish the amount of Accounts Receivable outstanding as of the time of loss, we will:

(i) Determine the total of the average monthly amounts of Accounts Receivable for the 12 months immediately preceding the month in which the loss occurs; and

(ii) Adjust that total for any normal fluctuations in the amount for Accounts Receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.

(b) If you can accurately establish the amount of Accounts Receivable outstanding, that amount will be used in the determination of loss.

(c) The following will be deducted from the total amount of Accounts Receivable, however that amount is established:

(i) The amount of the accounts for which there was no loss;

(ii) The amount of the accounts that you are able to reestablish or collect;

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(iii) An amount to allow for probable bad debts that you are normally unable to collect; and

(iv) All unearned interest and service charges.

(13) "Electronic data processing equipment" will be valued at replacement cost as of the time and place of loss, in accordance with the replacement cost provisions contained in paragraph **e.(1)** above. However, in the event replacement of "electronic data processing equipment" with comparable property is impossible, the replacement cost will be the cost of items that are similar to the damaged or destroyed equipment and intended to perform the same function, but may include technological advances.

In no event will the value determined for:

(1) "Electronic data processing equipment" owned by others exceed the amount for which you are liable; or

(2) "Electronic data processing equipment" that is obsolete or no longer used by you exceed the actual cash value of such equipment at the time of loss.

(14) "Electronic data processing data and media" for which duplicates do not exist will be valued as follows:

(a) The cost of blank media; and

(b) Your cost to research, replace or restore the lost electronic data on lost, damaged or destroyed "electronic data processing data and media" but only if the lost electronic data is actually replaced or restored.

(15) Duplicate "electronic data processing data and media" at the cost of:

(a) Blank media; and

(b) Labor to copy the electronic data, but only if the electronic data is actually copied.

f. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. 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.

g. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

h. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss provided you have complied with all of the terms of this policy; and

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

i. At our option, we may make a partial payment toward any claim, subject to the policy provisions and our normal adjustment process. To be considered for partial claim payment, you must submit a partial sworn proof of loss with supporting documentation. Any applicable policy deductibles must be satisfied before any partial payments are made.

j. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of

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the Transfer of Rights of Recovery Against Others to Us condition in this policy.

k. Pairs, Sets, or Parts

(1) In case of loss to any part of a pair or set we may at our option:

(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) In case of loss 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.

l. Except as specifically provided under the:

a. Green Building Alternatives – Increased Cost Additional Coverage; and

b. Green Building Reengineering and Recertification Expense Additional Coverage; and

c. Green Business Personal Property Alternatives – Increased Cost Coverage Extension;

the cost to repair, rebuild or replace does not include any increased cost incurred to re-attain a pre-loss level of "green" building certification from a "green authority".

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.

a. We will pay:

(1) Recovery expense; and

(2) Costs to repair the recovered property.

b. But the amount we pay will not exceed the least of the following:

(1) The total of **a.(1)** and **a.(2)** above;

(2) The value of the recovered property; or

(3) The Limit of Insurance.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. 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:

a. This Coverage Part;

b. The Covered Property;

c. Your interest in the Covered Property; or

d. A claim under this Coverage Part.

2. Control of Property

The breach of any condition of this Coverage Part as a result of 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 locations where, at the time of loss or damage, the breach of condition does not exist.

3. Insurance Under Two or More Coverages

If two or more coverages under this Coverage Part apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

4. Legal Action Against Us

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

a. There has been full compliance with all of the terms of this Coverage Part; and

b. The action is brought within two years after the date on which the direct physical loss or damage occurred.

5. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

6. No Benefit to Bailee

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

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7. Other Insurance

a. 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.

b. If there is other insurance covering the same loss or damage, other than that described in Paragraph **a.** 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.

8. Policy Period, Coverage Territory

Under this Coverage Part:

a. We cover loss or damage commencing:

(1) During the policy period shown in the Declarations; and

(2) Within the coverage territory.

b. Except as otherwise specifically provided, the Coverage Territory is:

(1) The United States of America (including its territories and possessions);

(2) Puerto Rico; and

(3) Canada.

9. 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:

a. Prior to a loss under this Coverage Part.

b. After a loss under this Coverage Part only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

This will not restrict your insurance.

10. 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 multiplied by 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 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 No. 1 (Under insurance):

When:

The value of the property is	$250,000
The Coinsurance percent for it is	90%
The Limit of Insurance for it is	$112,500
The Deductible is	$250
The amount of loss is	$40,000

Step (1): $250,000 x 90% = $225,000

(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $112,500/$225,000 = .50

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

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

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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	90%
The Limit of Insurance for it is	$225,000
The Deductible is	$250
The amount of loss is	$40,000

The minimum amount of insurance to meet your Coinsurance requirement is $225,000 ($250,000 x 90%).

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. Coinsurance does not apply to:

(1) Additional Coverages;

(2) Coverage Extensions; or

(3) Loss or damage in any one occurrence totaling less than $5,000.

11. 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 or 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 rights 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.

12. Unintentional Errors In Description

Your error in how you describe the address of a location in the Location Schedule will not prejudice coverage afforded by this policy, provided such error is not intentional. Any such error will be reported and corrected when discovered and appropriate premium charged.

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13. Currency

The amounts used within this Coverage Part are in the currency of the United States of America and all premium and losses are payable in United States currency. In the event of a loss adjustment involving currency other than United States currency, the conversion into United States currency will be at the published rate of exchange as of the date of the loss.

G. DEFINITIONS

1. "Electronic Data Processing Data and Media" means the following:

a. "Electronic data processing data and media" means:

(1) Data stored on, created or used on, or transmitted to or from computer software (including systems and applications software) on electronic data processing recording or storage media such as hard or floppy disks, CDs, DVDs, flash memory, tapes, drives, cells, data processing devices or any other repositories of computer software that are used with electronically controlled equipment;

(2) The electronic media on which the data is stored; and

(3) Programming records and instructions used with "electronic data processing equipment".

b. "Electronic data processing data and media" does not mean:

(1) Prepackaged software;

(2) Property that you manufacture or hold for sale;

(3) Property that is licensed, leased, or rented to others; or

(4) Electronic data that is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

2. "Electronic Data Processing Equipment" means the following:

a. "Electronic data processing equipment" means any of the following equipment used in your data processing operations:

(1) Electronic data processing equipment, facsimile machines, word processors, multi-functional telephone equipment and laptop and portable computers; and

(2) Any component parts or peripherals of such equipment, including related surge protection devices.

b. "Electronic data processing equipment" does not mean:

(1) Property that is in the course of manufacture, or held for sale or distribution by you;

(2) Property that is leased or rented to others; or

(3) Equipment that is used to control or operate production-type machinery or equipment.

3. "Electronic Vandalism" means the following:

a. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

b. Unauthorized computer code or programming that:

(1) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(2) Replicates itself, impairing the performance of computers or computer systems or networks;

(3) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks;

(4) Introduces a virus, harmful code or similar instruction 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

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leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.

4. **"Fine Arts"**

   a. Means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value, or artistic merit; and

   b. Does not mean any glass that is part of a building or structure.

5. **"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.

6. **"Green"** means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

7. **"Green Authority"** means a recognized authority on green building or green products, materials or processes.

8. **"Interior of any Building or Structure"** means all portions of the building or structure that are within the exterior facing surface material of the building or structure.

9. **"Manager"** means a person serving in a directorial capacity for a limited liability company.

10. **"Member"** means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

11. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any unhealthful or hazardous building materials (including asbestos and lead products or materials containing lead). Waste includes materials to be recycled, reconditioned or reclaimed.

12. **"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:

    a. The cost of filling sinkholes; or

    b. Sinking or collapse of land into man-made underground cavities.

13. **"Specified Causes of Loss"** means the following:

    Fire; lightning; explosion; windstorm or hail; smoke (including the emission or puff back of smoke, soot, fumes or vapors from a boiler, furnace or related equipment); aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; "sinkhole collapse"; volcanic action; falling objects as limited below; weight of snow, ice or sleet; "water damage"; all only as otherwise insured against in this Coverage Part.

    Falling objects does not include loss or damage to:

    a. Personal Property in the open; or

    b. 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.

    When the Causes of Loss – Earthquake endorsement, Causes of Loss – Earthquake Sprinkler Leakage endorsement, or Causes of Loss – Broad Form Flood endorsement is included in this policy, "specified cause of loss" also includes such cause of loss, but only to the extent such cause of loss is insured against under this Coverage Part.

14. **"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.

15. **"Vacant"** means the following:

    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:

       (1) Rented to a lessee or sub-lessee and used by the lessee or sub-

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lessee to conduct its customary operations; or

(2) Used by the building owner to conduct customary operations.

c. Buildings under construction or renovation are not considered vacant.

16. "Valuable Papers and Records"

a. Means inscribed, printed or written:

(1) Documents;

(2) Manuscripts; or

(3) Records;

including abstracts, books, deeds, drawings, films, maps or mortgages; and

b. Does not mean money or securities or "electronic data processing data and media".

17. "Water Damage" means the following:

a. Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a 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; and

b. Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a potable water supply system or sanitary sewer system if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of Exclusion **B.1.h.**, Water. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe that was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of exclusion **B.1.h.**, Water, there is no coverage for loss or damage caused by or related to weather-induced flooding that follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **a.** or **b.** of this definition, such water is not subject to the provisions of exclusion **B.1.h.**, Water, which precludes coverage for surface water or water under the surface of the ground.

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TRAVELERS 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 Paragraph F. – DEFINITIONS in this Coverage Form and Paragraph G. – DEFINITIONS in the Travelers Property Coverage Form.

A. COVERAGE

We will pay for:

(1) The actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration"; and

(2) The actual Extra Expense you incur during the "period of restoration";

caused by direct physical loss of or damage to property at premises that are described in the Declarations and for which a Business Income and Extra Expense 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 includes the area within 1,000 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:

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

(2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

1. Business Income

a. Business Income means the sum of the:

(1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; plus

(2) Continuing normal operating expenses incurred, including payroll.

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

b. The coverage provided for Business Income is based on the entry shown in the Declarations for "rental value". When:

(1) *Included* is shown, the term Business Income includes "rental value";

(2) *Excluded* is shown, the term Business Income excludes "rental value";

(3) *Only* is shown, the term Business Income means "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.

2. Extra Expense

Extra Expense means reasonable and necessary expenses, described in **a.**, **b.** and **c.** below, that you incur during the "period of restoration" and that you would not have incurred if there had been no direct physical loss of or damage to property caused by or resulting from a Covered Cause of Loss:

a. Expenses to avoid or minimize the "suspension" of business and to continue "operations" at:

(1) The described premises; or

(2) Replacement premises or temporary locations, including:

(a) Relocation expenses; and

(b) Costs to equip and operate the replacement premises or temporary locations;

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b. Expenses to minimize the "suspension" of business if you cannot continue "operations"; or

c. Expenses to repair or replace property, but only to the extent the amount of loss that otherwise would have been payable under this Coverage Form is reduced.

3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is excluded or limited in:

a. Paragraph **B. Exclusions** or Paragraph **A.4. Limitations** of the Travelers Property Coverage Form; or

b. Paragraph **B. Exclusions** and **Limitations** of this Coverage Form.

4. Additional Coverages

Each of the following Additional Coverages applies subject to the applicable Limit of Insurance stated in the Additional Coverage, unless a revised Limit of Insurance or *Not Covered* is indicated in the Declarations.

Unless otherwise stated, payments made under the following Additional Coverages are included in and do not increase the applicable Limits of Insurance.

a. Alterations and New Buildings

We will pay for the actual loss of Business Income you sustain and the actual Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from a 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 1,000 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. This change in the start of the "period of restoration" does not apply to Extra Expense.

b. Dependent Property

(1) We will pay for:

(a) The actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration"; and

(b) The actual Extra Expense you incur during the "period of restoration";

caused by direct physical loss of or damage to property at the premises of a "dependent property" located anywhere in the world. The loss or damage to the property must be caused by or result from a Covered Cause of Loss.

(2) This Additional Coverage does not apply to "dependent property" for which you have more specific insurance under this or any other policy.

(3) The most we will pay in any one occurrence under this Additional Coverage for loss of Business Income and Extra Expense arising out of damage to property at the premises of a "dependent property" located:

(a) Within the Coverage Territory is $10,000; and

(b) Anywhere in the world outside of the Coverage Territory is the Limit of Insurance indicated in the Declarations, unless *Not Covered* is shown in the Declarations.

(4) With respect only to the insurance provided under this Additional Coverage, the phrase, *at the described premises*, as used in the definition of "period of restoration" is replaced by the phrase *at the premises of a "dependent property*". With respect to this Additional Coverage, the "period of restoration" begins 24 hours after the time of

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direct physical loss or damage by a Covered Cause of Loss at the premises of the "dependent property".

(5) Payments made under this Additional Coverage are in addition to the applicable Limits of Insurance.

c. Civil Authority

(1) When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and the actual Extra Expense you incur caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

(a) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

(b) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

(2) Civil authority coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to 30 consecutive days from the date on which such coverage began.

(3) Civil authority coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

(a) 30 consecutive days after the date of that action; or

(b) When your civil authority coverage for Business Income ends;

whichever is later.

d. 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 Coverage Part, 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 that would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or

(ii) 60 consecutive days after the date determined in **(1)(a)** above, unless otherwise stated in the Declarations.

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 of or damage to property at the described premises caused by or resulting from a Covered Cause of Loss.

(2) Rental Value

If the necessary "suspension" of your "operations" produces a "rental value" loss payable under this Coverage Part, 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

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(b) Ends on the earlier of:

(i) The date you could restore tenant occupancy, with reasonable speed, to the level that would generate the "rental value" that would have existed if no direct physical loss or damage had occurred; or

(ii) 60 consecutive days after the date determined in **(2)(a)** above, unless otherwise stated in the Declarations.

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 a Covered Cause of Loss.

e. Electronic Vandalism

(1) As used in this Coverage Form, the terms Covered Cause of Loss and "specified cause of loss" are amended to include "electronic vandalism".

(2) This Additional Coverage does not apply to or modify any limits or deductibles that apply to:

(a) The insurance otherwise provided under this Coverage Form for loss or damage by a "specified cause of loss", other than "electronic vandalism", that results from "electronic vandalism"; or

(b) Any other insurance provided under this Coverage Form to which the Electronic Vandalism exclusion does not apply.

(3) The most we will pay for the total of all loss under this Additional Coverage and the Electronic Vandalism Additional Coverage under the Travelers Property Coverage Form arising out of all occurrences of "electronic vandalism" occurring during each separate 12-month period of this policy (beginning with the effective date of this policy) is $10,000. This shared limit:

(a) Is included in, and does not increase, the otherwise applicable Limits of Insurance, including any limit applicable to loss under any coverage that is attributable to "electronic vandalism" to which this Additional Coverage applies and that would not have been covered in the absence of this Additional Coverage; and

(b) Applies regardless of the number or types of coverages or the number of premises involved.

(4) This Additional Coverage is subject to the otherwise applicable Deductible provisions except that, in no event will the total deductible amount applied to loss in any one occurrence under this Additional Coverage, including Extra Expense, and under the Electronic Vandalism Additional Coverage in the Travelers Property Coverage Form, be less than $1,000.

f. Fungus, Wet Rot or Dry Rot – Amended Period of Restoration

(1) The coverage described in **f.(2)** and **f.(3)** below only applies when "fungus", wet rot or dry rot is the result of any of the "specified causes of loss", other than fire or lightning, that occurs at the described premises during the policy period, and only if all reasonable means have been used to save and preserve the property from further damage at the time of and after that occurrence.

(2) If the cause of loss at the described premises that results in "fungus", wet rot or dry rot does not, in itself, necessitate a "suspension" of "operations", but such "suspension" of "operations" is necessary due to loss or damage to property at the described premises caused by "fungus", wet rot or dry rot, then our

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payment for loss of Business Income and Extra Expense is limited to the actual amount of such loss and expense sustained during a period of not more than 30 days. The days need not be consecutive.

(3) If a covered "suspension" of "operations" is caused by a cause of loss at the described premises other than "fungus", wet rot or dry rot, but remediation of resulting loss by "fungus", wet rot or dry rot prolongs the "period of restoration", we will pay for the actual loss of Business Income and the actual Extra Expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to a period of not more than 30 days. The days need not be consecutive.

(4) The Fungus, Wet Rot or Dry Rot Exclusion in Paragraph **B.1.k.** of the Travelers Property Coverage Form does not apply to the insurance specifically provided under this Additional Coverage.

g. Interruption of Computer Operations

(1) We will pay for:

a. The actual loss of Business Income you sustain due to the "suspension" of your "operations" during the "period of restoration" and Extended Business Income; and

b. The actual Extra Expense you incur during the "period of restoration" and Extended Business Income;

caused by direct physical loss or damage to "electronic data processing data and media" at the described premises by a Covered Cause of Loss.

(2) The most we will pay for the total of all loss sustained and expense incurred under this Additional Coverage in any one policy year (beginning with the effective date of this policy) is $25,000, 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 limit, 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 that begins in one policy year and continues or results in additional loss or expense in a subsequent policy year, all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

(3) This Additional Coverage 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 **(2)** above has not been exhausted.

(4) Payments made under this Additional Coverage are in addition to the applicable Limits of Insurance.

h. Green Building and Business Personal Property Alternatives – Increased Period of Restoration

(1) If direct physical loss or damage by a Covered Cause of Loss occurs to a building at the described premises or Business Personal Property at the described premises to which the Green Business Personal Property Alternatives – Increased Cost Coverage Extension applies, we will pay for the actual loss of Business Income you sustain and the actual Extra Expense you incur during the increase in the "period of restoration" that is reasonably necessary to:

(a) Repair or replace the lost or damaged portions of the building or Business Personal Property (as described in Green Business Personal Property Alternatives – Increased Cost Coverage Extension) using products or materials that:

(i) Are "green" alternatives to the products or materials of the lost or damaged

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property, in accordance with the documented standards of a "green authority"; and

(ii) Are otherwise of comparable quality and function to the damaged property;

and

(b) Employ "green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged building or Business Personal Property (as described in Green Business Personal Property Alternatives – Increased Cost Coverage Extension), in accordance with the documented standards of a "green authority";

subject to a maximum of 30 additional days from the date the "period of restoration" would otherwise have ended.

(2) This coverage does not apply to property covered under the Newly Acquired or Constructed Property Additional Coverage.

5. Coverage Extensions

Each of the following Coverage Extensions applies subject to the applicable Limit of Insurance stated in the Coverage Extensions, unless a different Limit of Insurance or *Not Covered* is indicated in the Declarations.

Unless otherwise stated, payments made under the following Coverage Extensions are included in and do not increase the applicable Limits of Insurance.

a. Claim Data Expense

(1) You may extend the insurance provided by this Coverage Form to apply to the reasonable expenses you incur in the preparation of claim data when we require it to adjust a covered loss. This includes the cost of preparing income statements and other documentation to show the extent of loss.

(2) We will not pay for:

(a) Any expenses incurred, directed or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries;

(b) Any costs as provided in the Appraisal Loss Condition; or

(c) Any expenses incurred, directed or billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.

(3) The most we will pay in any one occurrence under this Coverage Extension is $2,500.

(4) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

b. Newly Acquired Premises

(1) You may extend the insurance provided by this Coverage Form for:

(a) The actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration"; and

(b) The actual Extra Expense you incur during the "period of restoration";

to apply to the actual amount of such loss of Business Income and Extra Expense that you incur caused by direct physical loss or damage by a Covered Cause of Loss to property (including property under construction) at any location you newly acquire by purchase, lease or otherwise, other than at exhibitions.

(2) The most we will pay under this Coverage Extension for the sum of Business Income loss sustained and Extra Expense incurred at each newly acquired location is:

(a) $250,000 in any one occurrence; or

(b) If a fraction is shown in the Declarations for Monthly Period of Indemnity, the most we will pay for loss in each period of 30 consecutive days is the fraction shown in the Declarations multiplied by $250,000.

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(3) With respect only to the insurance provided under this Coverage Extension, the phrase, *at the described premises*, as used in the definition of "period of restoration" is replaced by the phrase *at a newly acquired location*.

(4) Insurance under this Coverage Extension for each newly acquired location will end when any of the following first occurs:

(a) This policy expires;

(b) 90 days expire after you acquire or begin to construct the property;

(c) You report the location to us; or

(d) Coverage for Business Income and Extra Expense at the location is more specifically insured.

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

(5) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

B. EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations apply in addition to the exclusions and limitations contained in the Travelers Property Coverage Form.

1. Exclusions

We will not pay for:

a. Any loss caused by or resulting from:

(1) Damage or destruction of "finished stock"; or

(2) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

b. Any loss caused by or resulting from direct physical loss of or damage to the following property:

(1) Harvested grain, hay, straw or other crops while outside of buildings;

(2) Outdoor trees, shrubs, plants, lawns (including fairways, greens and tees), artificial turf and associated underlayment, growing crops, land or water;

(3) Communication, radio or television antennas (including satellite dishes), and their lead-in wiring, masts or towers;

(4) Animals, unless the loss is caused by or results from a "specified cause of loss", and then only if, as a direct result of the "specified cause of loss", the animals are killed or their death or destruction is made necessary; or

(5) Human body parts and fluids, including organs, tissues, blood and cells.

c. Any increase of 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" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage or any variation thereof.

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

e. Any other consequential loss including fines and penalties.

2. Limitations

Coverage for Business Income and Extra Expense does not apply to any loss or increase in loss caused by direct physical loss of or damage to "electronic data processing data and media", except as provided in the Interruption of Computer Operations Coverage Extension. This Limitation does not apply when loss or damage to electronic data involves only electronic data that is integrated in and

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operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the:

1. Applicable Limit of Insurance; or

2. Actual loss for the number of consecutive months;

shown in the Declarations, Coverage Form or any Endorsement.

D. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions, the Loss Condition – Duties in the Event of Loss in the Travelers Property Coverage Form and the Additional Conditions in the Travelers Property Coverage Form:

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 – Additional Duty

The following duty applies in addition to the duties specified in the Loss Condition – Duties in the Event of Loss in the Travelers Property Coverage Form:

If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

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 occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business as a result of 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 reasonable and necessary expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period or 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) All reasonable and necessary expenses that reduce the Extra

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Expense 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 and, with respect to the Dependent Property Additional Coverage, by using any other available source of materials or outlet for your products.

(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:

a. You have complied with all of the terms of this Coverage Part; and

b. We have reached agreement with you on the amount of loss or an appraisal award has been made.

E. OPTIONAL COVERAGES

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

1. Monthly Limit of Indemnity

The most we will pay for loss of Business Income, including the Extended Business Income Additional Coverage, in each period of 30 consecutive days after the beginning of the "period of restoration" is:

a. The Limit of Insurance, multiplied by

b. 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.

2. Ordinary Payroll Exclusion or Limitation

a. When the Declarations shows:

(1) Ordinary Payroll is excluded, the Business Income coverage provided for continuing normal operating expenses incurred does not include Ordinary Payroll;

(2) Ordinary payroll is limited to a specified number of days, the Business Income coverage provided for continuing normal operating expenses incurred only includes Ordinary Payroll for the specified number of days. The number of days may be used in two separate periods during the "period of restoration".

b. Ordinary payroll expenses mean payroll expenses for all your employees except:

(1) Officers;

(2) Executives;

(3) Department managers;

(4) Employees under contract; and

(5) Additional Exemptions, shown by endorsement as:

(a) Job Classifications; or

(b) Employees.

c. Ordinary payroll expenses include:

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(1) Payroll;

(2) Employee benefits, if directly related to payroll;

(3) FICA payments you pay;

(4) Union dues you pay; and

(5) Worker's compensation premiums.

F. DEFINITIONS

1. "**Dependent Property**" means property operated by others you directly depend on to:

a. Deliver materials or services to you, or to others for your account (Contributing Locations). But any property that delivers the following services is not a Contributing Location with respect to such services:

(1) Water supply services;

(2) Power supply services; or

(3) Communication services, including services relating to internet access or access to any electronic, cellular or satellite network.

b. Accept your products or services (Recipient Locations);

c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or

d. Attract customers to your business (Leader Locations).

2. "**Finished Stock**" means "stock" you have manufactured.

"Finished Stock" also includes whiskey and alcoholic products being aged.

"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.

3. "**Operations**" means:

a. Your business activities occurring at the described premises even if such activities would not have produced income during the "period of restoration", such as research and development activities; and

b. The tenantability of the described premises, if coverage for Business Income including "rental value" or "rental value" only applies.

4. **"Period of Restoration"** means the period of time after direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the described premises that:

a. Begins:

(1) Unless a different time period is indicated in the Declarations, 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;

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.

c. "Period of restoration" does not include any increased period required due to the enforcement of or compliance with 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 "fungus", wet rot or dry rot, except as provided in the Fungus, Wet Rot or Dry Rot – Amended Period of Restoration Additional Coverage; or

(3) 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. "Period of restoration" does not include any increased period required to attain a pre-loss level of "green" building certification from a "green authority". But this does not apply to any increase in the "period of restoration" otherwise insured under the Green Building and Business Personal Property Alternatives –

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Increased Period of Restoration Additional Coverage.

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

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 such described premises that is occupied by you; and

b. Continuing normal operating expenses incurred in connection with such premises, including:

(1) Payroll; and

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

6. "**Suspension**" means:

a. The partial or complete cessation of your business activities; or

b. That a part or all of the described premises is rendered untenantable, if coverage for Business Income including "rental value" or "rental value" only applies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEWER OR DRAIN BACK UP AND OPTIONAL SUMP OVERFLOW

This endorsement modifies insurance provided under the following:

TRAVELERS PROPERTY COVERAGE FORM
TRAVELERS BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
TRAVELERS EXTRA EXPENSE COVERAGE FORM

The following is added to Paragraph **A.6. Coverage Extensions** of the TRAVELERS PROPERTY COVERAGE FORM:

Sewer or Drain Back Up

(1) When the Declarations show that you have coverage for Building or Business Personal Property, you may extend that insurance to apply to direct physical loss of or damage to Covered Property at the described premises caused by or resulting from water or sewage that backs up or overflows from a sewer or drain inside the building.

(2) When the Declarations show that the Travelers Business Income (And Extra Expense) Coverage Form or Travelers Extra Expense Coverage Form is part of your policy, you may also extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur caused by or resulting from water or sewage that backs up or overflows from a sewer or drain inside the building.

(3) With respect only to water or sewage that backs up or overflows from a sewer or drain inside the building, Exclusion **B.1.h.(3)** does not apply to this Coverage Extension.

(4) The most we will pay under this Coverage Extension at each described premises in any one occurrence is the applicable Limit of Insurance shown in the Schedule Of Sewer or Drain Back Up and Optional Sump Overflow Coverage. Amounts payable under any coverage, including any Additional Coverage or Coverage Extension, except for any other Coverage Extension covering water or sewage back up or sump overflow or sump pump failure, do not increase this limit.

Sump Overflow

(1) When the Declarations show that you have coverage for Building or Business Personal Property, you may extend that insurance to apply to direct physical loss of or damage to Covered Property at the described premises caused by or resulting from sump overflow inside the building.

(2) When the Declarations show that the Travelers Business Income (And Extra Expense) Coverage Form or Travelers Extra Expense Coverage Form is part of your policy, you may also extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur caused by or resulting from sump overflow inside of the building.

(3) With respect only to sump overflow inside of a building, Exclusion **B.1.h.(3)** does not apply to this Coverage Extension.

(4) If *Included* is shown for Sump Overflow in the below Schedule Of Sewer or Drain Back Up and Optional Sump Overflow Coverage for the described premises, the most we will pay under this Coverage Extension in any one occurrence is $100,000 at such described premises. Amounts payable under any coverage, including any Additional Coverage or Coverage Extension, except for any other Coverage Extension covering water or sewage back up or sump overflow or sump pump failure, do not increase this limit. Payments under this Coverage Extension are included in and do not increase the applicable Sewer or Drain Limit of Insurance shown in the Schedule Of Sewer or Drain Back Up and Optional Sump Overflow Coverage. If *Not Covered* is shown in such Schedule for the described premises, there is no coverage for Sump Overflow at that described premises.

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SCHEDULE OF SEWER OR DRAIN BACK UP AND OPTIONAL SUMP OVERFLOW COVERAGE

Prem. Loc. No.	Bldg No.	Sewer or Drain Back Up Limit of Insurance	Sump Overflow
001	ALL	$ 100,000	Included
002	001	$ 100,000	Included
003	001	$ 100,000	Included

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING OWNERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVELERS PROPERTY COVERAGE FORM
TRAVELERS BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

BUILDING OWNERS LIMIT OF INSURANCE

$ **100,000** in any one occurrence at each described premises

$ **250,000** in any one occurrence regardless of the number of described premises involved

A. The TRAVELERS PROPERTY COVERAGE FORM is changed as follows:

1. The limit applicable to Paragraph **(4)** of **A.5.d.**, **Debris Removal Additional Coverage**, is increased by $25,000.

2. The following replaces Paragraph **(6)** of **A.5.n.**, **Ordinance or Law Additional Coverage**:

(6) The most we will pay for loss under this Additional Coverage for the total of all coverages described in Paragraph **(1)** above in any one occurrence is the Building Owners Limit of Insurance shown above at each described premises. But we will not pay more than the Building Owners Limit of Insurance shown above in any one occurrence, regardless of the number of described premises involved.

3. The following is added to Paragraph **A.5.**, **Additional Coverages**:

Lessor's Leasehold Interest

(1) We will pay for the cost of Covered Leasehold Interest you sustain due to the cancellation of lease contracts by your tenants. The cancellation must result from direct physical loss of or damage to your Covered Property at the premises described in the Building Owners Premises Schedule caused by or resulting from a Covered Cause of Loss during the term of the policy.

(2) Covered Leasehold Interest:

(a) Means the difference between the:

(i) Rent you were collecting at the described premises prior to the loss; and

(ii) "Rental value" of the described premises after loss or damage has been repaired or rebuilt; and

(b) Does not mean refunds or rebates of:

(i) Prepaid rent;

(ii) Security or other deposits made by your tenants; or

(iii) Insurance, taxes or other payments made on your behalf by tenants.

(3) The most we will pay under this Additional Coverage is the lesser of:

(a) Your Covered Leasehold Interest for the 12 months immediately following the "Period of Restoration" and ending with the normal expiration date of each cancelled lease; or

(b) $25,000 for all Covered Leasehold Interest of all your tenants canceling their leases arising out of an occurrence at a described premises.

Tenant Move Back Expenses

(1) We will reimburse you for expenses you pay for Covered Move Back Costs of your tenants who temporarily vacate a portion of the building at the premises described in the Building Owners Premises Schedule. The vacancy must have occurred while the portion of the building rented by your tenant could not be occupied due to direct physical loss

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of or damage to your Covered Property caused by or resulting from a Covered Cause of Loss during the term of the policy. The move back must take place within 60 days after the portion of the building rented by your tenant has been repaired or rebuilt and is ready for occupancy.

(2) Covered Move Back Costs means only documented, reasonable and necessary costs of:

(a) Packing, insuring and transporting business personal property;

(b) Re-establishing electric utility and communication services, less refunds from discontinued services;

(c) Assembling and setting up fixtures and equipment; or

(d) Unpacking and reshelving stock and supplies.

(3) If your tenants have valid and collectible insurance for Covered Move Back Costs, we will pay only for the amount of Covered Move Back Costs in excess of the amount payable from such other insurance.

(4) The most we will pay under this Additional Coverage is $25,000 for the sum of all such expenses arising out of an occurrence at a described premises in the Building Owners Premises Schedule.

Utility Services – Direct Damage

(1) We will pay for loss of or damage to Covered Property caused by the interruption of utility service to the described premises. The interruption of utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following property:

(a) "Water Supply Property";

(b) "Communication Supply Property"; or

(c) "Power Supply Property";

if such property is:

(i) Located away from the described premises; or

(ii) Located at the described premises and used to supply the utility service to the described premises from a source away from the described premises.

(2) The most we will pay in any one occurrence under this Additional Coverage is $10,000 at each described premises in the Building Owners Premises Schedule. This limit is included in and does not increase the applicable Limit of Insurance.

4. The following is added to Paragraph **G.**, **DEFINITIONS,** but only with respect to the Building Owners endorsement:

"Water Supply Property" means the following types of property supplying water to the described premises:

(a) Pumping stations; and

(b) Water mains.

"Communication Supply Property" means 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.

As used in this definition, the term transmission lines includes all lines that serve to transmit communication service or power, including lines that may be identified as distribution lines.

"Period of Restoration":

(a) Means the period of time that:

(i) Begins with the date of direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the described premises; and

(ii) Ends on the date when the property at the premises described in the Building Owners Premises Schedule should be repaired, rebuilt or replaced with reasonable speed and ready for occupancy.

(b) Does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

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

(ii) 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 "fungus", wet rot or dry rot, except as provided in any Fungus, Wet Rot or Dry Rot – Amended Period of Restoration Additional Coverage; or

(iii) 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".

"Power Supply Property" means 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.

As used in this definition, the term transmission lines includes all lines that serve to transmit communication service or power, including lines that may be identified as distribution lines.

"Rental Value" means Business Income that consists of:

a. Total anticipated rental income from tenant occupancy of the premises described in the Building Owners Premises Schedule as furnished and equipped by you; and

b. Amounts of all charges that are the legal obligations of the tenants that would otherwise be your obligations.

B. When the TRAVELERS BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM is attached to this policy, the coverage is changed as follows:

1. The following is added to Paragraph **A.5.**, **Coverage Extensions**:

Ordinance or Law – Increased Period of Restoration

(1) If:

(a) A Covered Cause of Loss occurs to property at the described premises; and

(b) The Declarations shows that you have coverage for Business Income and Extra Expense;

you may extend that insurance to apply to the amount of actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of or compliance with any ordinance or law that:

(i) Regulates the construction, repair or replacement of any property;

(ii) Requires the tearing down or replacement of any parts of property not damaged by a Covered Cause of Loss; and

(iii) Is in force at the time of loss.

(2) This Coverage Extension applies only to the increased period that would be required, with reasonable speed, to reconstruct, repair or replace the property to comply with the minimum requirements of the ordinance or law.

(3) This Coverage Extension does not apply to any loss caused by or resulting from:

(a) The enforcement of or compliance with any ordinance or law that:

(i) You were required to comply with before the loss, even if the property was undamaged; and

(ii) You failed to comply with; or

(b) The enforcement of or compliance with any ordinance or law that requires:

(i) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation,

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spread or any activity of "fungus", wet rot or dry rot; or

(ii) 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 rot or dry rot.

(4) The most we will pay for loss under this Coverage Extension in any one occurrence is $50,000 at each described premises in the Building Owners Premises Schedule.

(5) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

(6) Exclusion **B.1.a.**, Ordinance or Law, does not apply to this Coverage Extension.

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BUILDING OWNERS PREMISES SCHEDULE

Prem. Loc. No.	Bldg. No.	Prem. Loc. No.	Bldg. No.	Prem. Loc. No.	Bldg. No.	Prem. Loc. No.	Bldg. No.	Prem. Loc. No.	Bldg. No.
001	ALL	002	001	003	001				

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. The **Concealment, Misrepresentation Or Fraud** Condition in this Coverage Part or Policy is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

1. No misrepresentation and no breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and unless:

a. We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

b. The facts misrepresented or falsely warranted contribute to the loss.

2. No failure of a condition before a loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach exists at the time of loss and either:

a. Increases the risk at the time of loss; or

b. Contributes to the loss.

B. Legal Action Against Us

1. The **Legal Action Against Us** Commercial Property Condition is replaced by the following:

LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless the action is brought within 2 years after the date on which the direct physical loss or damage occurred.

2. Paragraph **(1)** of Additional Condition **H.5.g. Legal Action Against Us** in the Mortgageholders Errors And Omissions Coverage Form is replaced by the following:

No one may bring a legal action against us under Coverages **A, B** and **E** unless the action is brought within 2 years after you discover the error or accidental omission.

3. The following are deleted:

a. The **Legal Action Against Us** Loss Condition in the Legal Liability Coverage Form; and

b. Paragraph **(2)** of Additional Condition **H.5.g Legal Action Against Us** in the Mortgageholders Errors And Omissions Coverage Form.

C. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:

1. We will not pay for loss or damage arising out of any act committed:

a. By or at the direction of any insured; and

b. With the intent to cause a loss.

2. However, this exclusion will not apply to deny coverage to an insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and:

a. The loss arose out of an act or pattern of abuse or domestic abuse; and

b. The perpetrator of the loss is criminally prosecuted for the act or acts causing the loss.

3. If we pay a claim pursuant to Paragraph **C.2.,** our payment to the innocent insured is limited to that insured's ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

D. The following applies to the **Transfer Of Rights Of Recovery Against Others To Us** Condition in this Coverage Part or Policy:

If we pay an insured for a loss described in Paragraph **C.2.** of this endorsement, the rights of the insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator.

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We will be entitled to a recovery only after you have been fully compensated for damages.

E. The following are added:

1. Knowledge And Acts Of Agents

a. If any of our agents knows any fact that breaches a condition of this policy, we will be considered to know it also if that fact:

(1) Is known to the agent at the time the policy is issued or an application made; or

(2) Later becomes known to the agent in the course of his or her dealings as an agent with you.

b. Any fact that breaches a condition of this policy and is known to the agent before the loss will not:

(1) Void this policy; or

(2) Prevent a recovery in the event of loss.

2. The **Ordinance Or Law** Exclusion in the Basic, Broad and Special – Causes Of Loss Forms, or in any endorsement, does not apply to dwelling properties occupied as a residence by you.

3. Conformity To Statute Or Rule

Any provision of this Coverage Part (including endorsements which modify the Coverage Part) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. s. 227.11(2) and published in the Wisconsin Administrative Code.

F. The following is added to the **Loss Payment** Condition in the Commercial Property Coverage Part:

If a municipality, which is a first class city, has elected to apply the provisions of Wis. Stat. Ann. Secs. 632.10 through 632.104, a part of our payment for fire or explosion loss or damage to your covered real property in that municipality will be withheld if the loss or damage is subject to the aforementioned provisions.

1. The withheld amount will be paid in accordance with the law, to the following:

a. The municipality where the covered property is located;

b. You and any other interest named in the Declarations; or

c. The mortgageholder, if any.

However, we will not pay more than the amount of loss payable under this policy.

2. Within 10 days after withholding the required amount, we will give written notice of the withholding to the following:

a. The building inspection official of the municipality where the covered property is located;

b. You;

c. Any mortgageholder and any other lienholder who has an existing lien against the property and is named in the Declarations; and

d. The court in which judgment was entered if the final settlement was determined by judgment.

3. We will not be liable in any cause of action, nor may any liability be imposed on us, arising from the payment, withholding or transferring of all or any portion of a final settlement in accordance with Wis. Stat. Ann. Secs. 632.10 through 632.104.

G. The following is added to the **Valuation** Condition:

1. When this Coverage Part insures real property in Wisconsin which is owned and occupied by you primarily as a dwelling, and the property is wholly destroyed, we will pay the limit of insurance that applies to such property, subject to the exceptions and conditions in Paragraphs **G.2.** and **G.3.** below.

2. Builders Risk policies of insurance covering property in the process of being constructed shall be valued and settled according to the actual value of that portion of the construction completed at the time of the loss. The Limit of Insurance on a Builders Risk policy represents the value of the building when it is completed.

3. The Valued Policy Provision, Paragraph **G.1.** above, does not apply to any claim for loss to any building which is insured under a blanket form or endorsement with one Limit of Insurance applicable to two or more buildings. When a building, owned and occupied by you primarily as a dwelling, is wholly destroyed, the loss will be settled at the value stated in the most recent Statement of Values on file with us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES

This endorsement modifies insurance provided under the following:

TRAVELERS PROPERTY COVERAGE FORM

A. The following replaces Paragraph **F.1.**, **Concealment, Misrepresentation Or Fraud Additional Condition**:

1. CONCEALMENT, MISREPRESENTATION OR FRAUD

No misrepresentation and no breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and unless:

a. We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

b. The facts misrepresented or falsely warranted contribute to the loss.

2. No failure of a condition before a loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach exists at the time of loss and either:

a. Increases the risk at the time of loss; or

b. Contributes to the loss.

B. The following replaces Paragraph **F.4.**, the **Legal Action Against Us Additional Condition**:

4. **LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless the action is brought within two years after the date on which the direct physical loss or damage occurred.

C. Paragraph **B.1.j.** is deleted and the following is added to Paragraph **B.2., EXCLUSIONS:**

Intentional Loss

1. We will not pay for loss or damage arising out of any act committed:

a. By or at the direction of any insured; and

b. With the intent to cause a loss.

2. However, this exclusion will not apply to deny coverage to an insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Form and:

a. The loss arose out of an act or pattern of abuse or domestic abuse; and

b. The perpetrator of the loss is criminally prosecuted for the act or acts causing the loss.

3. If we pay a claim pursuant to Paragraph **2.,** above, our payment to the innocent insured is limited to that insured's ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

D. The following applies to Paragraph **F.9.**, the **Transfer Of Rights Of Recovery Against Others To Us Additional Condition**:

If we pay an insured for a loss described in Paragraph **2.** of the Intentional Loss Exclusion, the rights of the insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator.

We will be entitled to a recovery only after you have been fully compensated for damages.

E. The following is added:

1. Knowledge And Acts Of Agents

a. If any of our agents knows any fact that breaches a condition of this policy, we will be considered to know it also if that fact:

(1) Is known to the agent at the time the policy is issued or an application made; or

(2) Later becomes known to the agent in the course of his or her dealings as an agent with you.

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b. Any fact that breaches a condition of this policy and is known to the agent before the loss will not:

(1) Void this policy; or

(2) Prevent a recovery in the event of loss.

2. The **Ordinance Or Law** Exclusion does not apply to dwelling properties occupied as a residence by you.

3. Conformity To Statute Or Rule

Any provision of this Coverage Part (including endorsements that modify the Coverage Part) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. s. 227.11(2) and published in the Wisconsin Administrative Code.

F. The following is added to Paragraph **E.4.**, the **Loss Payment – Building and Personal Property Loss Condition**:

If a municipality, which is a first class city, has elected to apply the provisions of Wis. Stat. Ann. Secs. 632.10 through 632.104, a part of our payment for fire or explosion loss or damage to your covered real property in that municipality will be withheld if the loss or damage is subject to the aforementioned provisions.

1. The withheld amount will be paid in accordance with the law, to the following:

a. The municipality where the covered property is located;

b. You and any other interest named in the Declarations; or

c. The mortgageholder, if any.

However, we will not pay more than the amount of loss payable under this policy.

2. Within 10 days after withholding the required amount, we will give written notice of the withholding to the following:

a. The building inspection official of the municipality where the covered property is located;

b. You;

c. Any mortgageholder and any other lienholder who has an existing lien against the property and is named in the Declarations; and

d. The court in which judgment was entered if the final settlement was determined by judgment.

3. We will not be liable in any cause of action, nor may any liability be imposed on us, arising from the payment, withholding or transferring of all or any portion of a final settlement in accordance with Wis. Stat. Ann. Secs. 632.10 through 632.104.

G. The following is added to Paragraph **E.4.**, the **Loss Payment – Building and Personal Property Loss Condition**:

1. When this Coverage Form insures real property in Wisconsin that is owned and occupied by you primarily as a dwelling, and the property is wholly destroyed, we will pay the limit of insurance that applies to such property, subject to the exceptions and conditions in Paragraphs **2.** and **3.** below.

2. Builders Risk policies of insurance covering property in the process of being constructed shall be valued and settled according to the actual value of that portion of the construction completed at the time of the loss. The Limit of Insurance on a Builders Risk policy represents the value of the building when it is completed.

3. The Valued Policy Provision, Paragraph **1.** above, does not apply to any claim for loss to any building which is insured under a blanket form or endorsement with one Limit of Insurance applicable to two or more buildings. When a building, owned and occupied by you primarily as a dwelling, is wholly destroyed, the loss will be settled at the value stated in the most recent Statement of Values on file with us.

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GENERAL LIABILITY

GENERAL LIABILITY

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: BIP-2W14693A-25-42
ISSUE DATE: 10/22/2025

INSURING COMPANY:
FIDELITY AND GUARANTY INSURANCE COMPANY

DECLARATIONS PERIOD: From 12/01/2025 to 12/01/2026 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
General Aggregate Limit (Other than Products-Completed Operations)	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000
Personal & Advertising Injury Limit	$ 1,000,000
Each Occurrence Limit	$ 1,000,000
Damage To Premises Rented To You Limit (any one premises)	$ 300,000
Medical Expense Limit (any one person)	$ 5,000

2. AUDIT PERIOD: ANNUALLY

3. FORM OF BUSINESS: ASSOCIATION

4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

COMMERCIAL GENERAL LIABILITY COVERAGE IS SUBJECT TO A GENERAL AGGREGATE LIMIT

PRODUCER: ROBERTSON RYAN & ASSOC 75647 OFFICE: NAPERVILLE IL 888

DECLARATIONS PREMIUM SCHEDULE
Issue Date: 10/22/2025

Policy Number: BIP-2W14693A-25-42

This Schedule applies to the Declarations for the period of 12/01/2025 to 12/01/2026.

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

STATE	ZIP	CLASS DESCRIPTION/CODE NUMBER	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
WI	53221	Residential Condos			
		Premises/Operations - Gross Sales	s13,957	24.2172	338
		Product/Compl Ops - Gross Sales	s13,957	0.0716	1
WI	53221	Residential Condos			
		Premises/Operations - Gross Sales	s697	47.3458	33
		Product/Compl Ops - Gross Sales	s697	1.4347	1
WI	53221	Residential Condos			
		Premises/Operations - Gross Sales	s8,373	8.9574	75
		Product/Compl Ops - Gross Sales	s8,373	0.1194	1

Rate Computation: The rate shown may change any time there is a change in exposure or risk characteristic during the policy period or at audit.

Premium Base Legend:

Premium Base	How Rates Apply	Premium Base	How Rates Apply
a = area	per 1000 sq. feet	s = gross sales	per $1000 of gross sales
c = cost	per $1000 of total cost	u = units	per unit
e = employees	per employee	t =	This premium base is reserved for unusual applications. Base and how rates apply are shown above.
m = admissions	per 1000 of admissions		
p = payroll	per $1000 of payroll		
r = receipts	per $1000 of receipts		

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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 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.

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.

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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" or "property damage" 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 that 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 will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(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 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

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is used to heat, cool or dehumidify the building, or produced by or originating from 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) If such "pollutants" 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;

(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"; or

(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 or were at any time performing operations 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

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

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) 50 feet long or less; and

(b) Not being used to carry any person 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;

(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 as "mobile equipment" under the definition of "mobile equipment" if such land vehicle 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"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

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" arising 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;

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(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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of 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".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"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 practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; 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 Paragraph **(a)**, **(b)**,or **(c)** above is directed.

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 "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of 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.

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".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you 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.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"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

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or 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 any governmental authority or any other person or organization 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" arising 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. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidenital 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.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) 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

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal 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 practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

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

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 "personal injury".

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**.

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SUPPLEMENTARY PAYMENTS

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 $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.

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 $500 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" or offense 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** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", 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:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. 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 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(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.

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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.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

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 injury" 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".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be 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 "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

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";

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(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.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

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.

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4. Other Insurance

If valid and collectible other 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 described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

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, except when Paragraph **d.** below applies.

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 insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(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.

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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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

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.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "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".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "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.

7. "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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "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.

13. "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 "premises damage" 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", "property damage" or "personal injury" 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, roadbeds, 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 Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "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".

15. "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".

16. "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;

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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 vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "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.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "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.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 will 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.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "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.

26. "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.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "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.

30. "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.

31. "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.

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ADDITIONAL INSURED - CONDOMINIUM UNIT OWNERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured each individual unit owner of the insured condominium, but only with respect to liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit owner's exclusive use or occupancy.

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AMENDMENT OF INTELLECTUAL PROPERTY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Exclusion **i.**, **Intellectual Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or suit that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion applies regardless of whether the allegation of infringement or violation of any of these rights or laws is made by any person or organization making the claim or bringing the suit, by any insured or by any other party to the claim or suit.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

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AMENDMENT – NON CUMULATION OF EACH OCCURRENCE LIMIT OF LIABILITY and NON CUMULATION OF PERSONAL and ADVERTISING INJURY LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Paragraph 5 of SECTION III – LIMITS OF INSURANCE, is amended to include the following:

Non cumulation of Each Occurrence Limit - If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

2. Paragraph 4 of SECTION III – LIMITS OF INSURANCE, is amended to include the following:

Non cumulation of Personal and Advertising Limit – If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal Injury and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

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EXCLUSION – REAL ESTATE DEVELOPMENT ACTIVITIES – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Real Estate Development Activities

"Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any "real estate development activities" by or on behalf of any insured.

2. The following is added to Paragraph **b.(3)** of the definition of "products-completed operations hazard" in the **DEFINITIONS** Section:

However, this Paragraph **(3)** does not apply to any "real estate development activities" by or on behalf of any insured.

3. The following is added to the **DEFINITIONS** Section:

"Real estate development activities":

a. Means the design, site preparation, construction, marketing or sales of residential, commercial or industrial buildings.

b. Does not include repair, maintenance, renovation, alteration or addition to an existing building owned by the Named Insured.

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HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	$ INCLUDED
Nonowned Auto Liability	$ INCLUDED

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

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

a. "Bodily injury" to:

(1) Any fellow "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.

b. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;

2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:

a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;

b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;

c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

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f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or

3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **1.** or **2.** above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph **f.**:

Paragraph **f.** does not include that part of any contract or agreement:

(4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

(5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:

a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or

b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.

3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

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FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Fungi Or Bacteria

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any "fungi" or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "bodily injury" or "property damage".

(2) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any other solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that is part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) 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, "fungi" or bacteria; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "fungi" or bacteria.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in any good or product intended to be consumed as a food, beverage or medicine.

2. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

Fungi Or Bacteria

(1) "Personal and advertising injury" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any "fungi" or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "personal and advertising injury".

(2) "Personal and advertising injury" arising out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any other solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that is part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expenses 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, "fungi" or bacteria; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating,

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detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "fungi" or bacteria.

3. The following is added to the **DEFINITIONS** Section:

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

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AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION – EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Paragraph **(2)** of Exclusion **b.**, **Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorney 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.

2. The following replaces the beginning of Paragraph **2.**, and Paragraphs **2.a.**, **b.**, **c.**, **d.** and **e.**, of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which you have 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 you;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;

e. You and the indemnitee 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 you and the indemnitee; and

3. The following replaces the last sentence of Paragraph **2.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

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EXCLUSION – VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Violation Of Consumer Financial Protection Laws

"Bodily injury" or "property damage" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury" or "property damage" alleged in any claim or "suit" that also alleges any such violation.

2. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Violation Of Consumer Financial Protection Laws

"Personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

3. The following is added to the **DEFINITIONS** Section:

"Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment, or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account.

b. Information bearing on a person's credit worthiness, credit standing or credit capacity.

c. Social security number.

d. Drivers license number.

e. Birth date.

"Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

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EXCLUSION – VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragaraph **2., Exclusions**, of **SECTION I - COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Violation Of Biometric Information Privacy Laws

"Bodily injury" or "property damage" arising out of any actual or alleged violation of a "biometric information privacy law", or any other "bodily injury" or "property damage" alleged in any claim or "suit" that also alleges any such violation.

2. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

Violation Of Biometric Information Privacy Laws

"Personal and advertising injury" arising out of any actual or alleged violation of a "biometric information privacy law", or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such violation.

3. The following is added to the **DEFINITIONS** Section:

"Biometric information":

a. Means information about a person's physical, biological or behavioral characteristics that can be used to identify such person.

b. Includes a person's retina or iris scan, fingerprint, voiceprint, scan of hand or face or other body geometry, DNA, vein pattern, keystroke pattern or rhythm, gait pattern or rhythm, or sleep, health or exercise data that contain identifying information.

"Biometric information privacy law" means the parts of any law, ordinance, regulation or governmental rule that govern or relate to the collection, storage, disclosure, retention, destruction, protection, use, sale, lease or trade of "biometric information".

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EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
CATASTROPHE UMBRELLA POLICY

PROVISIONS

This insurance does not apply to any injury, damage, loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

1. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;

2. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or

3. Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.

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EXCLUSION – DISCRIMINATION

This endors ement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Discrimination

"Bodily injury" arising out of discrimination based upon a person's sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

2. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

Discrimination

"Personal injury" arising out of discrimination based upon a person's sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

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LIMITATION WHEN TWO OR MORE POLICIES APPLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Provisions

1. Injury, damage or loss might be covered by this policy and also by other policies issued to you by us or any Travelers affiliate. When these other policies contain a provision similar to this one, the amount we will pay is limited. The maximum that we will pay under all such policies combined is the highest limit that applies in any one of these policies.

2. This does not apply to any personal liability policy or to any Umbrella, Excess or Protective Liability Policy.

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WISCONSIN CHANGES – AMENDMENT OF POLICY CONDITIONS

This endorsment modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to CHANGES (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or

b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.

3. The following is added to Condition 6. REPRESENTATIONS (Section IV):

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

a. We rely on it and it is either material or made with intent to deceive; or

b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

a. Exists at the time of the loss; and

b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

4. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insureds rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

5. CONFORMITY TO STATUTE OR RULE

Any provision of this policy (including endorsments which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. § 227.11(2) and published in the Wisconsin Adminstrative Code.

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ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
DELUXE PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
TRAVELERS PROPERTY COVERAGE PART

The following definition is added to any Definitions Section and applies to any provision that uses the term actual cash value:

Actual cash value means the value of the covered property at the time of loss or damage.

When calculating actual cash value using the estimated cost to repair or replace such property, with a reasonable deduction for depreciation that occurred before such loss or damage, we may apply depreciation to all components of the estimated cost, including the following:

a. Materials;

b. Labor;

c. Overhead and profit; and

d. Any applicable tax.

The deduction for depreciation may include such considerations as:

a. Age;

b. Condition, such as wear and tear or deterioration;

c. Reduction in useful life; and

d. Obsolescence.

This definition does not apply to covered property in the following states:

AR CA CT GA LA ME MT NY PR VT WA WV WY

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FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM
CYBERFIRST GENERAL PROVISIONS FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY+ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Commercial Liability coverage included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

PROVISIONS

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

1%.

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AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

Prohibited Coverage – Unlicensed Insurance

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Prohibited Coverage – Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM
CYBERFIRST GENERAL PROVISIONS FORM
DELUXE PROPERTY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY+ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION
TRAVELERS PROPERTY COVERAGE PART
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

If aggregate insured losses attributable to "certified acts of terrorism" exceed $100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will 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.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" 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 "TRIA"; 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.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

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ADDITIONAL BENEFITS

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following Condition is added to each Common Policy Conditions included in this policy:

Additional Benefits

1. We may offer or provide, or allow others to provide, you or another insured under this policy with goods and services, access to discounted goods and services, other program benefits or other items of value that could assist your business with managing your risk, with servicing your policy or with staying informed about loss control and mitigation of risk.
2. These Additional Benefits may be provided in any form. You or another insured under this policy may be eligible to receive additional benefits. You are under no obligation to pursue any of these Additional Benefits.
3. While we may arrange for these Additional Benefits, the other provider is liable to you or the other insured for the provision of the goods and services. We do not warrant the merchantability, fitness or quality of any goods or services provided or assume any additional obligation related to any Additional Benefits provided.
4. We have the right to modify or discontinue any Additional Benefits provided by us, or others authorized by us, without notice to you or any other insured.

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PROTECTION OF PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
DELUXE PROPERTY COVERAGE PART

The insurance provided under this Coverage Part for direct physical loss of or damage to Covered Property at the described premises is extended to include the following Additional Coverage:

Protection of Property

We will pay the necessary and reasonable expenses actually incurred by you to temporarily safeguard Covered Property at the described premises against the threat of imminent covered direct physical loss or damage by a "specified cause of loss", subject to the following:

1. This Additional Coverage only applies to expenses incurred within 72 hours before the time the imminent "specified cause of loss" is reasonably likely to begin to cause direct physical loss or damage to the Covered Property.

2. This Additional Coverage does not apply to any expenses:

(a) To which any Preservation of Property coverage in this Coverage Part may apply; or

(b) For maintenance that reasonably should have been performed in the absence of any threat of imminent covered direct physical loss or damage by a "specified cause of loss".

3. The most we will pay under this Additional Coverage for all expenses arising out of all threats of imminent direct physical loss or damage by a "specified cause of loss" occurring during each separate 12-month period of this policy beginning with the effective date of this policy is:

(a) $5,000 at each of the described premises; and

(b) $10,000 for all described premises.

This is additional insurance.

If the "specified cause of loss" from which the property is being safeguarded is subject to an aggregate limit of insurance (meaning the limit of insurance is the most we will pay for all loss or damage arising out of all occurrences of such "specified cause of loss" in any one annual period of this policy), the Limit of Insurance that applies to this Additional Coverage is not included in, and does not reduce, the aggregate Limit of Insurance that applies to such "specified cause of loss".

4. This Additional Coverage is subject to the deductible that applies to loss or damage to the Covered Property by the "specified cause of loss" from which the property is being safeguarded.

In the event the "specified cause of loss" from which the property is being safeguarded actually causes covered direct physical loss or damage to the Covered Property, the total of the deductible amounts applied under this Additional Coverage and under the coverage provided for such loss or damage to the Covered Property will not exceed the deductible that applies to the covered loss or damage to the Covered Property by the "specified cause of loss".

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL 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

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".

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"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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph **7.** below, we may cancel this policy only for one or more of the following reasons:

a. The policy was obtained by material misrepresentation;

b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

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

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part

Commercial Property Coverage Part

Crime And Fidelity Coverage Part

Equipment Breakdown Coverage Part

Farm Coverage Part

1. We may rescind this policy because of the following:

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a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;

b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;

c. Failure of a condition before a loss if such failure exists at the time of loss; or

d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

a. For the reasons in Paragraphs **C.1.a.** and **C.1.b.** unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

b. For the reasons in Paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

(1) You have insured elsewhere;

(2) You have accepted replacement coverage;

(3) You have requested or agreed to nonrenewal of this policy;

(4) This policy is renewed in an affiliate in compliance with WIS. STAT. § 631.39; or

(5) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

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3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

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IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

IMPORTANT NOTICE – COMPLAINTS – WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Travelers
Attn: Consumer Affairs
One Tower Square
Hartford, CT 06183
1-800-954-2382
www.Travelers.com

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE,** a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at www.oci.wi.gov, or by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, Wisconsin 53707-7873
1-800-236-8517
608-266-0103

IMPORTANT NOTICE – POLICIES EXEMPT FROM FILING – WISCONSIN

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

This policy includes forms and policy terms that have not been filed with or reviewed by the commissioner of insurance, as permitted under Wisconsin Administrative Code.

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IMPORTANT NOTICE –
JURISDICTIONAL INSPECTIONS

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR LOCAL COMPANY REPRESENTATIVE IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY PREVAIL.

Dear Policyholder;

Many states and some cities issue certificates permitting the continued operation of certain equipment such as boilers, water heaters, pressure vessels, etc. Periodic inspections are normally required to renew these certificates. In most jurisdictions, insurance company employees who have been licensed are authorized to perform these inspections.

If:

- You own or operate equipment that requires a certificate from a state or city to operate legally, and
- We Insure that equipment under this Policy, and
- You would like us to perform the next required inspection;

Then;

Call this toll-free number – **1-800-425-4119**

When you call this number, our representative will ask you for the following information:

- Name of your business (as shown on this Policy)
- Policy Number
- Location where the equipment is located. Including Zip Code.
- Person to contact and phone number for scheduling of inspection
- Type of equipment requiring inspection
- Certificate inspection date and certificate number

Or;

Fill in the form on the reverse side of this notice and fax it to the toll-free number indicated on that form.

Please note the following:

- Your jurisdiction may charge you a fee for renewing a certificate. It is your responsibility to pay such a fee.
- All the provisions of the INSPECTIONS AND SURVEYS Condition apply to the inspections described in this notice.

REMINDER

If new equipment is installed or old equipment replaced that requires a jurisdictional inspection please let us know by calling our toll-free number listed above.

REQUEST FOR JURISDICTIONAL INSPECTION

Name of Business: _____

(As Shown on Policy)

Policy Number: _____

Location of Equipment:

City State ZipCode

Person to Contact for Scheduling Inspection: _____

Telephone Number of Person to Contact: _____

Equipment Type	Certificate Number	Certificate Expiration Date

Fax Form to 1-877-764-9535

Completed by: _____ Phone Number: _____

To Our Valued Customer,

Each year, homeowners and business owners across the nation sustain significant weather-related property damage due to floods. These can include losses caused by waves, tidal waters, the overflow of a body of water, the rapid accumulation or runoff of surface water, and mudslide. In nearly all cases, these flood losses cannot be prevented or even anticipated. And, in many instances, the losses are devastating.

Most standard property insurance policies, including most of our policies, do not provide coverage for flood losses. While flood coverage is often available – primarily through the National Flood Insurance Program – it is rarely purchased. Unfortunately, each year we find that some policyholders are surprised and disappointed to learn that damages they have suffered as a direct result of flood are not covered under the policies they have purchased.

Please review your insurance coverage with your agent or Company representative. As you consider the need for flood insurance, keep in mind that floods can, and do, occur in locations all over the country. They are not limited to coastal areas or locations with nearby rivers or streams. Several inches of rain falling over a short period of time can cause flood damage, even in normally dry areas that are not prone to flooding.

For further information about Flood Insurance, contact your agent or company representative, or contact the National Flood Insurance Program directly.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

INSURING COMPANY:
FIDELITY AND GUARANTY INSURANCE COMPANY

Named Insured: HIDDEN OAKS OF GREENFIELD

Policy Number: BIP-2W14693A-25-42
Policy Effective Date: 12/01/2025
Policy Expiration Date: 12/01/2026
Issue Date: 11/14/2025
RETURN **Premium $** -2,789.00

Effective from 12/01/25 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

Property - Changed

On the Travelers Property Coverage Part Declarations, one or more Additional Coverages and/or Optional Coverages is/are changed. Refer to Declarations page attached.

Under the Travelers Property Coverage Part, Equipment Breakdown Expanded coverage is changed. Refer to form(s) attached.

Forms - Added

The following forms and/or endorsements is/are included with this change. These forms are added to forms already existing on the policy:
IL T0 07 09 87

Forms - Changed

The following forms and/or endorsements is/are included with this change. These forms replace forms already existing on the policy:
TP T0 01 07 18

Forms - Deleted

The following forms and/or endorsements is/are deleted from the policy:
TP T0 29 07 18

Rates and/or Premiums - Changed

Rates and/or premiums have been changed to reflect a change in the exposure and/or rating procedure.

NAME AND ADDRESS OF AGENT OR BROKER

ROBERTSON RYAN & ASSOC
330 E KILBOURN AVE STE 850

MILWAUKEE WI 53202NULL

Countersigned by

Authorized Representative

DATE: 11/14/2025

Office: NAPERVILLE IL

TRAVELERS PROPERTY
COVERAGE PART DECLARATIONS

POLICY NO.: BIP-2W14693A-25-42
ISSUE DATE: 11/14/2025

INSURING COMPANY: FIDELITY AND GUARANTY INSURANCE COMPANY

FORM OF BUSINESS: ASSOCIATION

DECLARATIONS PERIOD: From 12-01-25 to 12-01-26 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

TRAVELERS PROPERTY COVERAGE PART

The Travelers Property Coverage Part consists of these Declarations and the attached Supplemental Declaration(s), Schedule(s), Table of Contents, Commercial Property Conditions, the Coverage Form(s), and endorsements.

1. COVERAGE: Insurance applies only to premises location(s) and building number(s) shown in the Supplemental Declarations. Unless otherwise provided under TP T3 80 Travelers Property Specific Limits Endorsement, the Supplemental Declarations will show coverage(s), optional coverage(s) and applicable Limits of Insurance that apply to such premises location(s) and building number(s).

   If a specified limit of insurance is shown below for:

   a. Tenant Improvements and Betterments;

   b. Stock; or

   c. Personal Property of Others;

   then that limit is not included in the Business Personal Property Limit of Insurance:

   If *Not Covered* is shown for Stock or Personal Property of Others, then that property is not covered under Business Personal Property for that premises location and building number

TRAVELERS PROPERTY COVERAGE FORM:

2. ADDITIONAL COVERAGES & COVERAGE EXTENSIONS

   The following Additional Coverages and Coverage Extensions are provided under the Coverage Form listed above for the Limits of Insurance shown. These Limits of Insurance apply in any one occurrence unless otherwise stated.

   Some Additional Coverages and Coverage Extensions or the applicable Limits of Insurance may be modified by endorsement(s) attached to this policy. There may also be other Additional Coverages or Coverage Extensions within your policy. Please read it carefully.

Additional Coverages	Limits Of Insurance
Limited Coverage Fungus, Wet Rot or Dry Rot	$ 15,000

3. DEDUCTIBLE: The following deductible applies unless a different or more specific deductible is indicated within this Declarations or by endorsement.

   $ 10,000 per occurrence

BUILDING GLASS DEDUCTIBLE
$ 10,000 per occurrence

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM:

If a time period or dollar limit is shown below for the Business Income (And Extra Expense) Coverage Form or Extra Expense Coverage Form, the applicable Blanket Limit applies to all premises location(s) and building number(s), unless *Not Covered* is shown for a premises location(s) or a specific Business Income (And Extra Expense) or Extra Expense Coverage Form limit is shown for a premises location(s) and building number(s) in the Supplemental Declarations or Travelers Property Specific Limits Endorsement (TP T3 80).

BUSINESS INCOME (AND EXTRA EXPENSE) BLANKET LIMIT
$ 9,600

Rental Value: Include

Ordinary Payroll: Include

Period of Restoration - Time Period: Immediately

Extended Business Income: 60 days

Dependent Properties - within coverage territory $ 10,000
Dependent Properties - outside coverage territory *Not Covered*

Interruption of Computer Operations $ 25,000

Supplemental Declarations

PREMISES LOCATION NO.: 001 **BUILDING NO. :** ALL

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	$ 16,396,490 Blanket 1	RC*	N/A	0.0%

*Replacement Cost

PREMISES LOCATION NO.: 002 **BUILDING NO. :** 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	Include in Blanket 1	RC*	N/A	0.0%

*Replacement Cost

TRAVELERS PROPERTY
COVERAGE PART DECLARATIONS

POLICY NO.: BIP-2W14693A-25-42
ISSUE DATE: 11/14/2025

PREMISES LOCATION NO.: 003 **BUILDING NO. :** 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	Include in Blanket 1	RC*	N/A	0.0%

*Replacement Cost

POLICY NUMBER: BIP-2W14693A-25-42

EFFECTIVE DATE: 12/01/2025

ISSUE DATE: 11/14/2025

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

*	IL T0 07 09 87	CHANGE ENDORSEMENT
	IL T4 23 07 18	COMMON POLICY DECLARATIONS
*	TP T0 01 07 18	TRAVELERS PROPERTY COVERAGE PART DECLARATIONS
*	IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
	IL T4 25 07 18	COMMON POLICY CONDITIONS
	IL T0 20 02 05	ADDITIONAL LOCATIONS

BUSINESSOWNERS

TP T3 00 09 22	DIGITAL ASSETS EXCLUSIONS - DIGITAL CURRENCY AND NON-FUNGIBLE TOKENS
TP T3 51 07 18	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
TP T1 30 07 18	TABLE OF CONTENTS - TRAVELERS PROPERTY COVERAGE PART
TP T1 03 07 18	AMENDATORY PROVISIONS CONDOMINIUM ASSOCIATION COVERAGE
CP T3 81 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
TP T3 63 11 23	POWER PAC PREMIER
TP T3 70 09 22	ELECTRONIC VANDALISM LIMITATION AND OTHER CHANGES
TP T3 79 07 18	CAUSES OF LOSS - EQUIPMENT BREAKDOWN
TP T3 82 07 18	CRIME ADDITIONAL COVERAGES
TP T1 00 07 18	TRAVELERS PROPERTY COVERAGE FORM
TP T1 01 07 18	TRAVELERS BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
TP T3 06 07 18	SEWER OR DRAIN BACK UP AND OPTIONAL SUMP OVERFLOW
TP T1 71 07 18	BUILDING OWNERS ENDORSEMENT
CP T9 69 02 11	WISCONSIN CHANGES
TP T4 19 07 18	WISCONSIN CHANGES

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
CG T0 07 04 09	DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG T1 00 02 19
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 04 11 85	ADDITIONAL INSURED - CONDOMINIUM UNIT OWNERS
CG D2 37 02 19	EXCLUSION - REAL ESTATE DEVELOPMENT ACTIVITIES - COMPLETED OPERATIONS
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCLUSION
CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC
MP T1 25 11 03	HIRED AUTO AND NON-OWNED AUTO LIABILITY
CG D2 43 09 24	FUNGI OR BACTERIA EXCLUSION

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D9 44 01 23	EXCLUSION - VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS
CG D0 76 06 93	EXCLUSION - LEAD
CG D1 42 02 19	EXCLUSION - DISCRIMINATION

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY
CG 01 24 01 93	WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS

INTERLINE ENDORSEMENTS

IL T0 63 07 22	ACTUAL CASH VALUE
IL T3 68 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 40 10 20	PROTECTION OF PROPERTY
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 83 11 18	WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN UN WI 02 18	IMPORTANT NOTICE - COMPLAINTS - WISCONSIN
PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

XL Insurance

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America, the European Union or the United Kingdom.

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NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado	**It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.**
District of Columbia	**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	**General: All applications for commercial insurance, other than automobile insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. **All applications for automobile insurance and all claim forms:** Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. **Fire:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	**WARNING**: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. **WARNING**: **All Workers Compensation Insurance**: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

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Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **Automobile Insurance:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to $15,000.
Puerto Rico	**Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.**
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. **Workers' Compensation:** It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	**Workers' Compensation:** Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

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PRIVACY POLICY

The AXA XL insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

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Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

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POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States —to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. 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% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is $1% of Total Gross Premium, and does not include any charges for the portion of losses covered by the United States government under the Act.

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NOTICE TO POLICYHOLDERS

WISCONSIN

Keep this Notice with your Insurance Papers

Problems with your insurance? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL:

1-800-688-1840
AXA XL
677 WASHINGTON BLVD.
10TH FLOOR, SUITE 1000
STAMFORD, CT 06901

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Information and Complaints Section
101 East Wilson Street
Madison, WI 53703

To request a complaint form call:

1-800-236-8517 (within Wisconsin) or 1-608-266-0103 (outside of Wisconsin)

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Endorsement No.: **1**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Purchasing Group Conversion Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

As to coverage provided by an individual Certificate of Insurance:

1. The Master Policy Holder shown on the Master Policy is the American Real Estate PG, Inc. (A Risk Purchasing Group). The "certificate holder" named on the "declarations" ("you"), shall mean the individual Named Insured Certificate Holder member of the American Real Estate PG, Inc., shown on each individual Certificate of Insurance.

2. The "Policy Period" shown on an individual Certificate of Insurance is the period that the insurance is in force for that individual Certificate Holder, regardless of the "Policy Period" of the Master Policy; provided however, that in no event shall the expiration date of the individual Certificate of Insurance be later than the expiration date of the Master Policy.

3. Any reference to 'policy number' in a Schedule, form or endorsement, shall mean the individual Certificate Number.

4. Limits of Insurance shown in the Declarations applies to each Certificate of Insurance.

5. **SECTION III. LIMITS OF INSURANCE** applies individually to each Certificate of Insurance.

6. Any Schedule, form or endorsement shown on an individual Certificate of Insurance or made part thereof, only applies to coverage under that Certificate of Insurance.

7. Any notices sent by "us" will be sent to the Master Policy Holder, including notice of cancellation or nonrenewal. The policy provisions are amended accordingly.

8. Any reference to the Declarations is interchangeable with the Certificate of Insurance.

9. Any reference to the term policy refers to the Master Policy and any applicable Certificate of Insurance.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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IN WITNESS

XL INSURANCE AMERICA, INC.

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Lucy Pilko
President

Toni Ann Perkins
Secretary

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Regulatory Office:
Dept.: Regulatory
505 Eagleview Blvd., Suite 100
Exton, PA 19341-1120
Telephone: 800-688-1840

COMPANY PROVIDING COVERAGE: XL Insurance America, Inc.

Commercial Umbrella Liability
Certificate of Insurance Declarations

(If coverage listed in the schedule of underlying insurance of this Policy applies on a claims-made basis, then this Policy shall apply claims-made subject to the retroactive date stated in Item 8. of this Declarations page.)

Certificate Number: AUR0505163
This Certificate Forms a Part of Master Policy Number: AUR0500000-11
Renewal of Certificate Number: AUR0505163
Renewal of Master Policy Number: AUR0500000-10

ITEM 1. **CERTIFICATE HOLDER:** Hidden Oaks Of Greenfield Condominium Association
MAILING ADDRESS: c/o Ogden & Company
1665 N Water St
Milwaukee, WI 53202

ITEM 2. **POLICY PERIOD:** FROM: 12/01/2025 TO: 12/01/2026
(at 12:01 A.M. at the address of the "Named Insured" stated above)

ITEM 3. **LIMITS OF INSURANCE:**

The Limits of Insurance, subject to the terms of this Policy, are:

$ 5,000,000	Each Occurrence
$ 5,000,000	General Aggregate
$ 5,000,000	Products-Completed Operations Aggregate
$ N/A	Combined Aggregate

ITEM 4. **SELF-INSURED RETENTION:** $ 0 Each Occurrence (Where applicable)

ITEM 5. **UNDERLYING INSURANCE:** See Schedule of Underlying Insurance attached.

ITEM 6. **CERTIFICATE PREMIUM:** $1350.00

ITEM 6 a. Certificate Premium for Certified Acts of Terrorism: Included In Certificate Premium Above

ITEM 6 b. Surcharge (as applicable)

ITEM 7. **THIS POLICY INCLUDES THE FOLLOWING ENDORSEMENTS AT INCEPTION:** (See attached Endorsement Schedule)

ITEM 8. **RETRO DATE:** Where Applicable
As per Schedule of Underlying Insurance (applicable to Claims-Made Coverage)

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Schedule of Underlying Insurance

Policy Number: AUR0505163

Type of Policy	Applicable Limits	Insurer	Policy Period
(A) Automobile Liability	Bodily Injury and Property Damage Combined Single Limit $ 1,000,000 Each Accident HNOA Only	Fidelity and Guranty Insrurance	12/01/2025 to 12/01/2026
(B) Commercial General Liability	$ 1,000,000 Each Occurrence Limit $ 2,000,000 Products/Completed Operations Aggregate Limit $ 2,000,000 General Aggregate Limit $ 0 Policy Aggregate Limit $ 1,000,000 Personal and Advertising Injury Limit	Fidelity and Guranty Insrurance	12/01/2025 to 12/01/2026
(C) Employers Liability	Coverage B - Employers Liability Bodily Injury by Accident $ 500,000 Each Accident Bodily Injury by Disease $ 500,000 Policy Limit Bodily Injury by Disease $ 500,000 Each Employee	Travelers Indemnity Company	12/01/2025 to 12/01/2026
(D) Employee Benefits Liability	$ _____ Each Claim or Occurrence $ _____ Aggregate Limit	Excluded	
(E) Liquor Liability	$ _____ Each Common Cause $ _____ Aggregate Limit	Excluded	
(F) Directors & Officers Liability	$ 1,000,000 Each Claim $ 1,000,000 Aggregate Limit	Continental Casualty Company	12/01/2025 to 12/01/2026
(G) Garage Keepers Legal Liability	$ _____ Each Occurrence	Excluded	
(H) Stop Gap Employers Liability	Bodily Injury by Accident $ _____ Each Accident Bodily Injury by Disease $ _____ Policy Limit Bodily Injury by Disease $ _____ Each Employee	Excluded	

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Endorsement No.: 2

Effective Date: 12/1/2025 to 12/1/2026

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Endorsement Schedule

Item 7. This Policy includes the following endorsements at inception:

Endorsement Number	Endorsement Title
CoverPage	Cover Page
PN CW 05 0525	NOTICE TO POLICYHOLDERS U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
PN CW 01 0123	NOTICE TO POLICYHOLDERS FRAUD NOTICE
PN CW 02 0119	NOTICE TO POLICYHOLDERS PRIVACY POLICY
PN 161 12 20 T	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
PN WI 01 1124(L)	NOTICE TO POLICYHOLDERS - WISCONSIN (COMPLAINT)
GAUU 408 0516	PURCHASING GROUP CONVERSION ENDORSEMENT
IL MP 9104 0124 XLIA	IN WITNESS - XL INSURANCE AMERICA, INC.
GAUU 001 0119	COMMERCIAL UMBRELLA LIABILITY CERTIFICATE OF INSURANCE DECLARATIONS
GAUU 300 0516	SCHEDULE OF UNDERLYING INSURANCE
GAUU 301 0516	ENDORSEMENT SCHEDULE
CUU 050 0805	COMMERCIAL UMBRELLA LIABILITY POLICY
GAUU 302 0516	SCHEDULE OF LOCATIONS
CUU 421 0805	GARAGEKEEPERS LEGAL LIABILITY LIMITATION
CUU 436 1006	UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
GAUU 403 0821	DESIGNATED PREMISES LIMITATION ENDORSEMENT
GAUU 606 0516	REAL ESTATE POLLUTION EXCLUSION WITH NAMED PERIL AND TIME ELEMENT EXCEPTIONS
GAUU 410 0820	AMENDMENT TO CONDITION G. DUTIES IN THE EVENT OF AN “OCCURRENCE”, CLAIM OR “SUIT” ENDORSEMENT
CUU 139 0805	WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL
CUU 406 0706	EMPLOYEE BENEFITS LIABILITY LIMITATION (CLAIMS MADE) ENDORSEMENT
CUU 419 0805	EMPLOYERS LIABILITY LIMITATION
CUU 426 0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM WITH RETAINED LIMIT
CUU 435 1006	STANDARD POLICY MODIFICATION ENDORSEMENT
CUU 476 0717	DISASTER RESPONSE COVERAGE ENDORSEMENT
CUU 481 1113	REAL ESTATE SUPPLEMENTAL COVERAGES ENDORSEMENT
CUU 606 0805	AUTOMOBILE LIABILITY LIMITATION
CUU 623 0805	SILICA OR SILICA RELATED DUST EXCLUSION
CUU 628 0805	FUNGI OR BACTERIA LIABILITY EXCLUSION
CUU 639 0805	FOREIGN LIABILITY EXCLUSION
CUU 643 0805	MARINE LIABILITY EXCLUSION

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Endorsement Number	Endorsement Title
CUU 646 1113	VIOLATION OF COMMUNICATION OR INFORMATION LAW EXCLUSION
CUU 726 0724	ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION EXCLUSION
CUU 729 0724	CYBER INCIDENT EXCLUSION
CUU 732 0724	VIOLATION OF LAW ADDRESSING DATA PRIVACY EXCLUSION
CUU 717 0320	COMMUNICABLE DISEASE EXCLUSION
CUU 701 0320	CANNABIS EXCLUSION
GAUU 400 0516	AMENDMENT - AGGREGATE LIMITS OF INSURANCE (PER LOCATION) WITH PRODUCTS - COMPLETED OPERATIONS HAZARD LIMITATION ENDORSEMENT
GAUU 401 1224	CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION DIRECTORS AND OFFICERS LIABILITY LIMITATION (CLAIMS MADE)
GAUU 402 0516	DEFINITION OF NAMED INSURED AMENDATORY ENDORSEMENT
GAUU 409 0516	KNOWLEDGE OF OCCURRENCE OR CLAIM ENDORSEMENT - RISK MANAGER, RISK MANAGEMENT OR CORPORATE OFFICER
GAUU 602 0516	COMMERCIAL GENERAL LIABILITY LIMITATION
GAUU 603 0516	CONSTRUCTION OPERATIONS EXCLUSION (WITH EIFS AND WRAP UPS EXCLUDED)
GAUU 604 1216	DESIGNATED OPERATIONS/RISKS EXCLUSION
GAUU 607 0516	WATER SPORTS LIMITATION EXCLUSION
GAUU 608 0516	LEAD EXCLUSION WITH EXCEPTION

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COMMERCIAL UMBRELLA LIABILITY POLICY

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 Item 1 of 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 VI. Definitions.

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to the Limits of Insurance, Exclusions, Conditions, Definitions and other terms of this Policy, the Company named in the Declarations (a capital stock company, herein called the Company) agrees with the "Named Insured" to provide coverage as follows:

SECTION I. INSURING AGREEMENTS

Coverage

A. We will pay on behalf of the “Insured” those sums in excess of the “Retained Limit” that the “Insured” becomes legally obligated to pay as damages because of “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” to which this insurance applies.

The amount we will pay for damages is limited as described in Section III. Limits of Insurance.

If we are prevented by law or statute from paying damages covered by this Policy on behalf of the “Insured”, then we will indemnify the “Insured” for those sums in excess of the "Retained Limit".

B. This Policy applies:

1. To “Bodily Injury” or “Property Damage” only if the “Bodily Injury” or “Property Damage” is caused by an “Occurrence” that takes place anywhere, and the “Bodily Injury” or “Property Damage” occurs during the "Policy Period";

2. To “Personal and Advertising Injury” only if the “Personal and Advertising Injury” is caused by an “Occurrence” that takes place anywhere arising out of your business, but only if the “Occurrence” was committed during the "Policy Period"; and

3. To “Bodily Injury”, “Property Damage”, or “Personal and Advertising Injury” only if prior to the "Policy Period" no “Insured” designated in Section VI. Definitions, F. Insured, Paragraphs 1. and 2., no manager in your risk management, insurance or legal department and no employee who was authorized by you to give or receive notice of an “Occurrence”, claim or “Suit”, knew that the “Bodily Injury” or “Property Damage” had occurred, in whole or in part, or that an “Occurrence” had been committed that caused “Personal and Advertising Injury”. If such an “Insured”, manager or authorized employee knew, prior to the "Policy Period", that the “Bodily Injury” or “Property Damage” had occurred or that an “Occurrence” had been committed that caused “Personal and Advertising Injury”, then any continuation, change or resumption of such “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” during or after the "Policy Period" will be deemed to have been known prior to the "Policy Period".

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C. “Bodily Injury” or “Property Damage” which occurs during the “Policy Period” or an “Occurrence” which was committed and caused “Personal and Advertising Injury” and was not, prior to the “Policy Period”, known to have occurred by any “Insured” designated in Section VI. Definitions F. “Insured” Paragraphs 1. and 2., any manager in your risk management, insurance or legal department or any employee authorized by you to give or receive notice of an “Occurrence”, claim or “Suit”, includes any continuation, change or resumption of that “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” after the end of the “Policy Period”.

D. “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” will be deemed to have been known to have occurred at the earliest time when any “Insured” designated in Section VI. Definitions, F. Paragraphs 1 and 2, any manager in your risk management, insurance or legal department or any employee who was authorized by you to give or receive notice of an “Occurrence”, claim or “Suit”:

1. Reports all or any part of the “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” to us or any other insurer;

2. Receives a written or verbal demand or claim for damages because of the “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury”; or

3. Becomes aware by any other means that “Bodily Injury” or “Property Damage” has occurred or has begun to occur or an “Occurrence” has been committed that has caused or may cause “Personal and Advertising Injury”.

E. This Policy does not apply to any “Suit”, which is commenced prior to the effective date of this Policy, where any “Insured” has been summoned or served with legal process in said “Suit”.

F. 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”.

SECTION II. DEFENSE PROVISIONS

A. We will have the right and duty to defend any "Suit" against the "Insured" that seeks damages for "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" covered by this Policy even if the "Suit" is groundless, false or fraudulent when:

1. The total limits of "Scheduled Underlying Insurance" have been exhausted by the payment of “Loss” to which this Policy applies; or

2. The damages sought are covered by this Policy but are not covered by "Scheduled Underlying Insurance" even if the total applicable limits of the "Scheduled Underlying Insurance" have not been exhausted by the payment of "Loss".

If any law or statute prevents us from complying with this agreement, we will reimburse the "Insured" for the expenses incurred to meet those obligations if we have given our written consent.

B. We have no duty to defend the "Insured" against any "Suit" seeking damages to which this insurance does not apply.

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C. When we assume the defense of any "Suit" against the "Insured" that seeks damages covered by this Policy, we will:

1. Investigate, negotiate and settle the "Suit" as we deem expedient; and

2. Pay the following supplementary payments to the extent that such payments are not covered by "Scheduled Underlying Insurance" or any applicable "Other Insurance":

   a. Premiums on bonds to release attachments for amounts not exceeding the Policy Limits of Insurance, but we are not obligated to apply for or furnish those bonds;

   b. Premiums for all appeal bonds required by law to appeal a judgment in a “Suit” for amounts not exceeding the applicable Limits of Insurance of this Policy, but we are not obligated to apply for or furnish any such bond;

   c. All court costs taxed against the "Insured" in the "Suit" that relate to claims to which this insurance applies;

   d. Pre-judgment interest awarded against the "Insured" on that part of the judgment within the applicable Limits of Insurance of this Policy we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest accruing after we make such offer;

   e. 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 Limits of Insurance of this Policy; and

   f. The “Insured's” expenses incurred at our request or with our consent.

D. Except as provided in A. above, we will have no duty to defend any "Suit" against the “Insured”. We will, however, have the right, but not the duty, to participate in the defense of any "Suit" and the investigation of any claim to which this Policy may apply. If we exercise this right, we will do so at our own expense.

E. Our right and duty to defend ends when we have used up the applicable Limits of Insurance in the payment of "Loss".

SECTION III. LIMITS OF INSURANCE

A. The Limits of Insurance shown in Item 3 of the Declarations and rules below state the most we will pay for all damages under this Policy regardless of the number of:

1. "Insureds";

2. Claims made or "Suits" brought;

3. Persons or organizations making claims or bringing "Suits"; or

4. Coverages provided under this Policy.

B. Subject to the Limits of Insurance of this Policy, we will pay only that amount of "Loss" that is in excess of the "Retained Limit".

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C. If there is an amount shown on the Declarations for the General Aggregate Limit, that amount is the most we will pay for all damages, except for damages because of:

1. The ownership, maintenance, operation, use, or entrustment of an "Auto" covered by this Policy; or

2. "Bodily Injury" or "Property Damage" included in the "Products-Completed Operations Hazard".

D. If there is an amount shown on the Declarations for the Products-Completed Operations Aggregate Limit, that amount is the most we will pay for all damages included in the "Products-Completed Operations Hazard".

E. If there is an amount shown on the Declarations for Combined Aggregate Limit, that amount is the most we will pay for all damages, except damages because of the ownership, maintenance, operation, use or entrustment of an "Auto".

F. Subject to C., D. or E. above, whichever applies, the Each "Occurrence" Limit is the most we will pay for all damages for "Bodily Injury", "Property Damage", "Personal and Advertising Injury" that arises out of any one "Occurrence".

G. The Limits of Insurance of this Policy apply only in excess of the “Retained Limit”. If, however, the total Policy limits for any Policy shown in the "Schedule of Underlying Insurance" forming part of this Policy has a total Limit of Insurance:

1. Greater than the amount shown in such schedule, this Policy will apply in excess of the greater amount; or

2. Less than the amount shown in such schedule, this Policy will apply in excess of the amount shown in the "Schedule of Underlying Insurance" forming a part of this Policy, and “Other Insurance” that is applicable and collectible.

H. Expenses incurred to defend any "Suit" or to investigate any claim as provided in Section II will be in addition to the applicable Limits of Insurance of this Policy. Provided, however, that if such expenses reduce the applicable limits of "Scheduled Underlying Insurance", then such expenses will reduce the applicable Limits of Insurance of this Policy.

I. If the total applicable limits of "Scheduled Underlying Insurance" are reduced or exhausted by the payment of "Loss" to which this Policy applies, we will:

1. In the event of such reduction, subject to the terms and conditions of this Policy, pay excess of the sum of any remaining total applicable limits of "Scheduled Underlying Insurance" and any applicable and collectible "Other Insurance"; and

2. In the event of exhaustion of the total applicable limits of “Scheduled Underlying Insurance" and any applicable and collectible “Other Insurance”, continue in force subject to the terms and conditions of this Policy.

However, if the limits of the “Scheduled Underlying Insurance” are not collectible for any reason, other than reduction or exhaustion by the payment of “Loss”, our obligations will not be increased, and we will pay only those amounts in excess of the limits of “Scheduled Underlying Insurance” shown in the Schedule of Underlying Insurance.

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J. We will not make any payment under this Policy unless and until:

1. The total applicable limits of "Scheduled Underlying Insurance" have been exhausted by the payment of "Loss" to which this Policy applies, and any applicable limits of "Other Insurance" have been exhausted; or

2. The total applicable "Self-Insured Retention" has been satisfied by the payment of "Loss" to which this Policy applies.

When the amount of "Loss" has finally been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the "Insured" the amount of such "Loss" within the applicable Limits of Insurance of this Policy.

K. The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the "Policy Period" shown in the Declarations, unless the "Policy Period" is extended after issuance for an additional period of less than twelve (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 of this Policy.

L. If an "Occurrence" to which this Policy applies results in "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" that is continuous or progressively deteriorating over consecutive annual periods, the maximum Limit of Insurance we will pay under this Policy and any other Policy we issue to any "Insured", including but not limited to any Policy which term is prior to or subsequent to this Policy, will be the amount set forth in the Declarations of this Policy.

SECTION IV. EXCLUSIONS

A. Aircraft or Watercraft

This insurance does not apply to "Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any "Insured". Use includes operation and loading and 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 or watercraft that is owned or operated by or rented or loaned to any "Insured".

B. Asbestos

This insurance does not apply to any liability arising out of:

1. The manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

2. Any obligation of the "Insured" to indemnify a party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or

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3. Any obligation to defend any "Suit" or claim against the "Insured" that seeks damages if such "Suit" or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

C. Contractual Liability

This insurance does not apply to “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” for which the “Insured” is obligated to pay by reason of assumption of liability in a contract or agreement. This exclusion does not apply to:

1. Liability for “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” that the “Insured" would have in the absence of a contract or agreement; or

2. Liability for “Bodily Injury” or “Property Damage” assumed in an "Insured Contract", provided "Bodily Injury" or "Property Damage" occurs subsequent to the execution and prior to the termination of the "Insured Contract". Solely for the purposes of liability assumed in an “Insured Contract”, reasonable attorney fees and litigation expenses incurred by or for a party other than an “Insured” are not deemed to be supplementary payments under Section II.C. 2. Such fees, costs and expenses will be considered damages because of "Bodily Injury" or "Property Damage" and included in the Limits of Insurance of this Policy, 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 attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this Policy applies are alleged.

D. Damage to “Impaired Property” Not Physically Injured

This insurance does not apply to “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.

E. Damage to Property

This insurance does not apply to "Property Damage" for:

1. Property you own, rent, or occupy including any costs or expenses incurred by you or another 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;

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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.

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".

F. Damage to Your Product

This insurance does not apply to "Property Damage" to "Your Product" arising out of it or any part of it.

G. Damage to Your Work

This insurance does not apply to "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.

H. Electronic Data

This insurance does not apply to damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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.

I. Employees and Volunteers

This insurance does not apply to liability of any employee or volunteer qualifying as an "Insured" under this Policy arising out of "Bodily Injury", "Property Damage", or "Personal and Advertising Injury":

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1. 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;

2. To the spouse, child, parent, brother, sister of such injured co-employee or volunteer worker as a consequence of Paragraph I.1 above;

3. To the spouse, child, parent, brother or sister of that co-employee or volunteer worker who must pay damages because of the injury described in Exclusion I. 1. and 2. above; or

4. Arising out of his or her providing or failing to provide professional health care services.

Paragraphs 1., 2. and 3. of this exclusion do not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such “Bodily Injury", “Property Damage” or “Personal and Advertising Injury” exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of “Loss” to which this Policy applies. Coverage provided by this Policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this Policy. However, the insurance provided by this Policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

J. Employment Practices

This insurance does not apply to any liability arising out of:

1. Failure to hire any prospective employee or any applicant for employment;

2. Dismissal, discharge or termination of any employee;

3. Failure to promote or advance any employee; or

4. Employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective employee, including but not limited to:

   a. Coercion, harassment, humiliation or discrimination;

   b. Demotion, evaluation, reassignment, discipline, or retaliation;

   c. Libel, slander, humiliation, defamation, or invasion of privacy; or

   d. Violation of civil rights.

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.

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K. ERISA

This insurance does not apply to any obligation of the “Insured” under the Employment Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law.

L. Expected or Intended Injury

This insurance does not apply to "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the “Insured”. However, this exclusion does not apply to "Bodily Injury" or "Property Damage" resulting from the use of reasonable force by the "Insured" to protect persons or property.

M. Liquor Liability

This insurance does not apply to "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 only if you are in the business of manufacturing, distributing, selling, servicing or furnishing alcoholic beverages.

This exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such “Bodily Injury" or “Property Damage” exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of “Loss” to which this Policy applies. Coverage provided by this Policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this Policy. However, the insurance provided by this Policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

N. No-Fault, Uninsured Motorist or Underinsured Motorist Laws

This insurance does not apply to any obligation of the "Insured" under any No Fault, Uninsured or Underinsured Motorist law, or any similar law.

O. Nuclear Liability

This insurance does not apply to:

1. Any liability:

   a. With respect to which an “Insured” under this Policy is also an “Insured” under a nuclear energy liability Policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the 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;

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b. Resulting from the “hazardous properties” of “nuclear material” and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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 an agency thereof with any person or organization; or

c. Resulting from the “hazardous properties” of “nuclear material” if:

i) The “nuclear material” (1) is at any “nuclear facility” owned by the "Insured" or operated by, or on behalf of the "Insured", or (2) has been discharged or dispensed therefrom;

ii) 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 the "Insured"; or

iii) The injury or damage arises out of the furnishing by the "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 iii) applies only to "Property Damage" to such “nuclear facility” and any property thereat.

2. As used in this exclusion:

a. “Hazardous properties” includes radioactive, toxic or explosive properties;

b. “Nuclear material” means “source material”, “special nuclear material” or “by-product material”;

c. “Source material”, “special nuclear material” and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;

d. “Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”;

e. “Waste” means any waste material (1) containing “by-product material” and (2) resulting from the operation by any person or organization of a “nuclear facility” included within the definition of “nuclear facility” below;

f. “Nuclear facility” means:

i) any “nuclear reactor”;

ii) 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 “wastes”;

iii) 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 "Insured's" custody 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; or

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iv) any structure, basin, excavation, premises or place prepared or used for 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;

g. “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; and

h. "Property Damage" includes all forms of radioactive contamination of property.

P. “Personal and Advertising Injury”

This insurance does not apply to "Personal and Advertising Injury":

1. 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";

2. Arising out of oral or written publication of material, if done by or at the direction of the "Insured" with the knowledge of its falsity;

3. Arising out of oral or written publication of material whose first publication took place before the beginning of the "Policy Period";

4. Arising out of a criminal act committed by or at the direction of the "Insured";

5. 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;

6. Arising out of a breach of contract, except an implied contract, to use another's advertising idea in your "Advertisement";

7. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "Advertisement";

8. Arising out of the wrong description of the price of goods, products or services stated in your "Advertisement";

9. Arising out of the infringement of copyright, trademark, trade secret or other intellectual property rights.

   However, this exclusion does not apply to infringement, in your "Advertisement", of copyright, trade dress or slogan.

10. Committed by an "Insured" whose business is:

    a. Advertising, broadcasting, publishing or telecasting;

    b. Designing or determining content of websites for others; or

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c. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs M. 1, 2, and 3. of “Personal and Advertising Injury” under Section VI Definitions.

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.

11. Arising out of an electronic chatroom or bulletin board the "Insured" hosts, owns, or over which the "Insured" exercises control; or

12. Arising out of the unauthorized use of another's name, likeness, trade dress, slogan, style of doing business or product in your e-mail address, domain name, web page or internet domain, or metatag, or any other similar tactics to mislead another's potential customers.

    However, this exclusion does not apply to infringement in your “Advertisement” of copyright, trade dress or slogan.

Q. Pollution

This insurance does not apply to:

1. Any “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” 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 that 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 that 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. That 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 you may be legally responsible;

   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;

   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";

   f. That are contained in any property that is:

      i) Being transported or towed by, handled or handled for movement into, onto or from an "Auto" covered by "Scheduled Underlying Insurance";

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ii) Otherwise in the course of transit by or on behalf of the "Insured";

iii) Being stored, disposed of, treated or processed in or upon an "Auto" covered by "Scheduled Underlying Insurance";

g. i) Before the "Pollutants" or any property in which the "Pollutants" are contained are moved from the place where they are accepted by the “Insured” for movement into or onto an "Auto" covered by "Scheduled Underlying Insurance"; or

ii) After the "Pollutants" or any property in which the "Pollutants" are contained are moved from the “Auto” covered by "Scheduled Underlying Insurance" to the place where they are finally delivered, disposed of or abandoned by the "Insured".

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 exclusion will not apply to "Bodily Injury" or "Property Damage" as described in Subparagraphs 1) through 6) below, but only if such coverage is provided by "Scheduled Underlying Insurance":

1) **“Products-Completed Operations Hazard”**: Paragraphs 1. a. through 1. e. do not apply with respect to "Bodily Injury" or "Property Damage" included within the "Products-Completed Operations Hazard" provided that "Your Product" or "Your Work" has not at any time been:

a) Discarded, dumped, abandoned, thrown away; or

b) Treated or handled as waste

by anyone.

2) “**Hostile Fire”**: Paragraphs 1. a. and 1. d. do not apply with respect to "Bodily Injury" or "Property Damage" arising out of heat, smoke or fumes from a "Hostile Fire".

3) **Equipment to Heat the Building and Contractor/Lessee Operations**: Paragraph 1. a. of this exclusion does not apply to:

a) "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.

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b) "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 such 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”.

4) **Fuels, Lubricants and Other Operating Fluids – “Mobile Equipment”:** Paragraph 1. d. of this exclusion does not apply to:

a) "Bodily Injury" or "Property Damage" arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform 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; or

b) "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.

5) **Fuels, Lubricants, Fluids, etc. – “Auto”**: Paragraph 1. f. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar "Pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "Auto" covered by "Scheduled Underlying Insurance" or its parts if:

a) The "Pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "Auto" part designed by its manufacturer to hold, store, receive or dispose of such "Pollutants"; and

b) The "Bodily Injury" or "Property Damage" does not arise out of the operation of any equipment listed in Paragraphs 6. b. and 6. c. of the definition of "Mobile Equipment".

6) **Upset, Overturn or Damage of an “Auto”**: Paragraph 1. g. does not apply to "Occurrences" that take place away from premises owned by or rented to an "Insured" with respect to “Pollutants” not in or upon an "Auto" covered by "Scheduled Underlying Insurance" if:

a) The "Pollutants" or any property in which the "Pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "Auto" covered by "Scheduled Underlying Insurance"; and

b) The discharge, dispersal, seepage, migration, release or escape of the "Pollutants" is caused directly by such upset, overturn or damage.

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R. Recall of “Your Product”, “Your Work” or “Impaired Property”

This insurance does not apply to 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.

S. Securities

This insurance does not apply to any liability arising out of:

1. Any violation of any securities law or similar law or any regulation promulgated thereunder;

2. The purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;

3. Any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or

4. The depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

T. War

This insurance does not apply to “Bodily Injury”, “Property Damage” or "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 the governmental authority in hindering or defending against any of these.

U. Workers’ Compensation

This insurance does not apply to any obligation of the "Insured" under any workers' compensation, disability benefits or unemployment compensation law, or any similar law.

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SECTION V. CONDITIONS

A. Appeals

If the "Insured" or the insurers providing “Scheduled Underlying Insurance” or “Other Insurance” do not appeal a judgment in excess of the total limits of "Scheduled Underlying Insurance" and “Other Insurance”, we may elect to do so. If we appeal, we shall be liable for, in addition to the applicable Limits of Insurance of this Policy, all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

B. Audit

We may audit and examine your books and records as they relate to this Policy at any time during the period of this Policy, and for up to three (3) years after the expiration or termination of this Policy.

C. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay, or the bankruptcy, insolvency or inability to pay of any insurers providing “Scheduled Underlying Insurance” or “Other Insurance” will not relieve us from the payment of "Loss" covered by this Policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under "Scheduled Underlying Insurance".

D. Cancellation

1. The first “Named Insured” shown in the Declarations may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this Policy by mailing or delivering to the first “Named Insured” shown in the Declaration written notice of cancellation at least:

   a. Ten (10) days before the effective date of cancellation for non-payment of premium; or

   b. Sixty (60) 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 the day and hour stated in the cancellation notice.

5. If this Policy is cancelled we will send to the first “Named Insured” any premium refund due as follows:

   a. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 6 of the Declarations.

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b. If you cancel, final premium will be more than pro rata; it will be based on the time this Policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 6 of the Declarations.

Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Any of these provisions that conflict with a law that controls the cancellation of this Policy is changed by this statement to comply with that law.

E. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this Policy. This Policy can be changed only by a written endorsement that we make a part of this Policy.

F. Compliance with U.S. Treasury Department's Office of Foreign Assets Control (OFAC)

In accordance with Office of Foreign Assets Control, hereinafter referred to as OFAC, regulations, if it is determined that you or any other "Insured", or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance Policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

G. Duties in the Event of an "Occurrence", Claim or "Suit"

1. You must see to it that we are notified as soon as practicable of an "Occurrence" that may result in a claim or "Suit" under this Policy. To the extent possible, notice should include:

   a. How, when and where the "Occurrence" took place;

   b. The names and addresses of any injured persons and any witnesses; and

   c. The nature and location of any injury or damage arising out of the "Occurrence".

2. If a claim is made or "Suit" is brought against any "Insured" which is reasonably likely to involve this Policy, you must notify us in writing as soon as practicable:

Written notice should be mailed or delivered to the Company at the following address:

XL Insurance Claims Department
One World Financial Center
200 Liberty Street, 22nd Floor
New York, NY 10281
Attn: Excess Casualty Claims Manager

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3. You and any other involved "Insured" must:

   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "Suit";

   b. Authorize us to obtain records and other information;

   c. Cooperate with us in the investigation, settlement or defense of the claim or "Suit"; and

   d. 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.

4. For any “Occurrence” where notice has been given to us, no "Insureds" will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our expressed consent.

H. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

I. Inspection

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your employees or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

J. Legal Actions Against the Company

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this Policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

K. Maintenance of "Scheduled Underlying Insurance"

During the "Policy Period" you agree:

1. To keep "Scheduled Underlying Insurance" in full force and effect;

2. That the terms, definitions, conditions and exclusions of "Scheduled Underlying Insurance" will not materially change;

3. That the total applicable limits of "Scheduled Underlying Insurance" shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of “Loss”; and

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4. That any renewals or replacements of "Scheduled Underlying Insurance" will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would had you fully complied with these requirements.

In the event of bankruptcy, liquidation, insolvency, or unwillingness of the insurer providing "Scheduled Underlying Insurance" to pay "Loss" covered by "Scheduled Underlying Insurance", we will be liable only to the same extent that we would have, had the "Scheduled Underlying Insurance" been applicable and collectible.

L. "**Other Insurance"**

This insurance is excess over and shall not contribute with any of the "Other Insurance", whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Policy.

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.

When this insurance is excess over "Other Insurance", we will pay only our share of the "Loss" 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;

2. The total of all deductible and self insured amounts under all that "Other Insurance".

M. Premium

The first "Named Insured" designated in Item 1 of the Declarations shall be responsible for payment of all premiums when due.

The premium for this Policy shall be computed on the basis set forth in Item 6 of the Declarations. At the beginning of the "Policy Period", you must pay us the Advance Premium shown in Item 6 of the Declarations.

When this Policy expires or if it is cancelled, we will compute the earned premium for the time this Policy was in force. If this Policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we shall retain the Minimum Premium as shown in Item 6 of the Declarations for each twelve (12) months of the "Policy Period".

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N. Separation of “Insureds”

Except with respect to the Limits of Insurance of this Policy and rights or duties specifically assigned to the first "Named Insured" designated in Item 1 of the Declarations, this insurance applies:

1. As if each "Named Insured" were the only "Named Insured"; and

2. Separately to each "Insured" against whom claim is made or "Suit" is brought.

O. Transfer of Rights of Recovery

1. If any “Insured” has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The "Insured" must do nothing after “Loss” to impair these rights and must help us enforce them.

2. Any recoveries shall be applied as follows:

   a. any person or organization, including the "Insured", that has paid an amount in excess of the applicable Limits of Insurance of this Policy will be reimbursed first;

   b. we then will be reimbursed up to the amount we have paid; and

   c. lastly, any person or organization, including the "Insured", that has paid an amount over which this Policy is excess is entitled to claim the remainder.

   Expenses incurred in the exercise of rights of recovery shall be apportioned among the persons or organizations, including the "Insured", in the ratio of their respective recoveries as finally determined.

3. If, prior to the time of an "Occurrence", you and the insurer of "Scheduled Underlying Insurance" waive any right of recovery against a specific person or organization for injury or damage as required under an "Insured Contract", we will also waive any rights we may have against such person or organization.

P. Transfer of Your Rights and Duties

Your rights and duties under this Policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first "Named Insured" designated in Item 1 of the Declarations and mailed to the address shown in this Policy will be sufficient notice to effect cancellation of this Policy.

Q. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first “Named Insured” shown in the Declarations written notice of the non-renewal not less than thirty (30) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

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SECTION VI. DEFINITIONS

A. "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:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

2. 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".

B. "Auto" means:

1. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor insurance law in the state where it is licensed or principally garaged.

However, "Auto" does not include "Mobile Equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

D. "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

E. "Impaired Property" means tangible property, other than "Your Product" or "Your Work", that cannot be used or is less useful because:

1. It incorporates "Your Product" or "Your Work" that is known or thought to be defective, deficient, inadequate or dangerous; or

2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of "Your Product" or "Your Work"; or

2. Your fulfilling the terms of the contract or agreement.

F. "Insured" means:

1. The "Named Insured"; and

2. 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.

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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.

3. 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.

4 Your volunteer workers, but only while performing duties related to the conduct of your business.

5. Any person (other than your employee or volunteer worker) or any organization while acting as your real estate manager.

6. Your legal representative if you die, but only with respect to duties as such. That representative will have your rights and duties under this Policy.

7. Any person or organization, other than the "Named Insured" included as an additional insured under "Scheduled Underlying Insurance," but not for broader coverage than would be afforded by such "Scheduled Underlying Insurance."

Notwithstanding any of the above:

a. No person or organization is an "Insured" with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a "Named Insured" in Item 1 of the Declarations; and

b. No person or organization is an "Insured" under this Policy who is not an "Insured" under "Scheduled Underlying Insurance".

G. "Insured Contract" means:

1. 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”;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;

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4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. An elevator maintenance agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any “Auto”. However, such contract or agreement shall not be considered an “Insured Contract” to the extent that it obligates you or any of your employees to pay for “Property Damage” to any “Auto” rented or leased by you or any of your employees.

7. 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.

Paragraphs 6. and 7. do 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 fifty (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 damages 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 G.(2) above and supervisory, inspection, architectural or engineering activities.

(4) That pertains to the loan, lease, or rental of an “Auto” to you or any of your employees, if the “Auto” is loaned, leased or rented with a driver; or

(5) That holds a person or organization, engaged in the business of transporting property by “Auto” for hire harmless for your use of an “Auto”, covered by “Scheduled Underlying Insurance”, over a route or territory that person or organization is authorized to serve by public authority.

H. "Loss" means those sums actually paid as judgments or settlements. "Loss" shall also mean expenses incurred to investigate a claim or defend a "Suit" if so provided in "Scheduled Underlying Insurance".

I. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

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2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

   a. Power cranes, shovels, loaders, diggers or drills; or

   b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in 1, 2, 3 or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo.

   However, self–propelled vehicles with the following types of permanently attached equipment are not "Mobile Equipment" but will be considered "Autos":

   a. Equipment designed primarily for:

      i) Snow removal;

      ii) Road maintenance, but not construction or resurfacing; or

      iii) Street cleaning.

   b. Cherry pickers and similar devices mounted on "Auto" or truck chassis and used to raise or lower workers; and

   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting 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 in the state 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".

J. "Named Insured" means:

1. Any person or organization designated in Item 1 of the Declarations;

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2. Any organization in which you maintain an interest of more than fifty (50) percent as of the effective date of this Policy and to which more specific insurance does not apply, provided that this Policy does not apply to any "Bodily Injury" or "Property Damage" that occurred or any "Personal and Advertising Injury" that was caused by an "Occurrence" that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty (50) percent in such organization; and

3. Any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the "Policy Period" in which you maintain an interest of more than fifty (50) percent and to which more specific insurance does not apply, provided that:

   a. This Policy does not apply to any "Bodily Injury" or "Property Damage" that occurred or any "Personal and Advertising Injury" that was caused by an "Occurrence" that was committed before you acquired or formed such organization; and

   b. You give us prompt notice after you acquire or form such organization.

   A partnership, joint venture or limited liability company that you acquire or form during the "Policy Period" may be added as an "Insured" only by a written endorsement that we make a part of this Policy.

   We may, at our option, make an additional premium charge for any organization that you acquire or form during the "Policy Period".

Notwithstanding any of the above, no person or organization is a "Named Insured" under this Policy who is not a "Named Insured" under "Scheduled Underlying Insurance".

K. "Occurrence" means:

1. As respects "Bodily Injury" or "Property Damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "Occurrence."

2. As respects "Personal and Advertising Injury", an offense arising out of your business that causes "Personal and Advertising Injury". All damages that arise from the same, related or repeated injurious material or act will be deemed to arise out of one "Occurrence," regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

L. "Other Insurance" means a policy of insurance providing coverage for damages to which this insurance also applies. "Other Insurance" also means any retention in a policy other than this Policy whereby a party other than an insurer is responsible for all or part of any sums payable.

"Other Insurance" does not include (1) "Scheduled Underlying Insurance", (2) the "Self-Insured Retention" in this Policy, or (3) any policy of insurance specifically purchased to be excess of this Policy affording coverage that this Policy also affords.

M. "Personal and Advertising Injury" means injury arising out of your business, including consequential "Bodily Injury", arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;

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2. Malicious prosecution;

3. 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;

4. 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;

5 Oral or written publication, in any manner, of material that violates a person's right of privacy;

6. The use of another's advertising idea in your "Advertisement"; or

7. Infringing upon another's copyright, trade dress or slogan in your "Advertisement".

N. "Policy Period" means the period of time from the inception date shown in the Declarations to the earlier of the expiration date shown in the Declarations or the effective date of termination of this Policy.

O. "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.

P. "Products-Completed Operations Hazard" means 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 competed 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.

"Products-Completed Operations Hazard" 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"; or

2. The existence of tools, uninstalled equipment or abandoned or unused materials.

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Q. “Property Damage" means:

1. 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

2. 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 services or any other media which are used with electronically controlled equipment.

R. "Retained Limit” means:

1. The total applicable limits of "Scheduled Underlying Insurance" providing coverage to the "Insured"; or

2. The "Self-Insured Retention" shown in the Declarations applicable to each "Occurrence" that results in “Loss” not covered by "Scheduled Underlying Insurance".

S. "Scheduled Underlying Insurance" means:

1. The policy or policies of insurance, or the limits of insurance, shown in the Schedule of Underlying Insurance forming a part of this Policy; and

2. Automatically any renewal or replacement of any policy in Paragraph 1. provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced.

"Scheduled Underlying Insurance" does not include a policy of insurance specifically purchased to be excess of this Policy affording coverage that this Policy also affords.

T. “Self-Insured Retention” means the dollar amount set forth in Item 4 of the Declarations that will be paid by the “Insured” before this insurance becomes applicable, but only with respect to “Occurrences” not covered by the “Scheduled Underlying Insurance”. The “Self Insured Retention” does not apply to “Occurrences” which would have been covered by “Scheduled Underlying Insurance” but for the exhaustion of applicable limits by the payment of “Loss”. The “Insured’s” bankruptcy, insolvency or inability to pay the Self Insured Retention shall not increase our obligation under this Policy.

U. "Suit" means a civil proceeding in which damages because of "Bodily Injury," "Property Damage," or “Personal and Advertising Injury" to which this Policy applies are alleged.

"Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the "Insured" must submit or does submit with our consent; or

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2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "Insured" submits with our expressed consent.

"Suit" does not include any injunction or order from a governmental agency or body requesting action from any "Insured".

V. "Your Product" 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.

"Your Product" 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.

"Your Product" does not include vending machines or other property rented to or located for the use of others but not sold.

W. "Your Work" 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.

"Your Work" 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.

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Endorsement No.: **3**

Effective Date: 12/01/2025

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Schedule of Locations

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

(The entries required to compete this endorsement will be shown below or on the Declarations.)

Location Address	Policy #/Location#/Renewal#
5102-5228 S Hidden Dr & 5201-5211 Tuckaway, MILWAUKEE, WI 53221	AUR0505163-01- 03

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: 4 Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Garagekeepers Legal Liability Limitation

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to "Property Damage" to any auto while such auto is parked on the "Insured's premises or in the care, custody or control of the "Insured".

This exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Property Damage" exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the "Loss" to which this policy applies. Coverage provided by this policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this policy remain unchanged.
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Endorsement No.: **5** Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Unintentional Failure to Disclose All Hazards

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section V., **Conditions** are amended to include the following:

Unintentional Failure to Disclose. Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

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Endorsement No.: **6**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Designated Premises Limitation Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

This insurance will only apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" resulting from the ownership, maintenance or use by the "Insured" of the premises and operations necessary or incidental to the premises shown in the Schedule below:

Schedule of Designated Premises:

If no Premises are listed above, please refer to Schedule of Locations GAUU 302.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **7**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Real Estate Pollution Exclusion With Named Peril And Time Element Exceptions

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION IV. EXCLUSIONS, Paragraph Q., Pollution is deleted in its entirety and replaced by the following:

A. This insurance does not apply to:

1. Any "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" anywhere at any time:

2. Any "Loss", cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Pollutants"; or

3. Any "Loss", cost or expense arising out of any claim or "Suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "Pollutants".

However; Paragraph 1. of this exclusion will not apply to:

a. "Bodily Injury" or "Property Damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "Pollutants" directly or indirectly caused by:

   1) "Hostile Fire".

b. "Bodily Injury" or "Property Damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "Pollutants" and included within the "Products-Completed Operations Hazard" provided that:

   1) Such "Bodily Injury" or "Property Damage" commenced on a demonstrable, specific date during the "Policy Period";

   2) Such commencement became known to any individual or entity within twenty (20) calendar days of such commencement and was reported to us by the "Insured" within twenty four (24) months from the expiration date shown in Item 2. of the Declarations or the effective date of termination of this Policy; and

   3) "Your Product" or "Your Work" has not at any time been:

      (a) Discarded, dumped, abandoned, thrown away; or

      (b) Transported, handled, stored, treated, disposed of or processed as waste by anyone; or

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c. "Bodily Injury" or "Property Damage" arising out of any discharge, dispersal, seepage, migration, release or escape of "Pollutants" that meets all of the following conditions:

1) It was abrupt and neither expected nor intended by the "Insured". This condition does not apply to a non-routine incident where such discharge, dispersal, seepage, migration, release or escape of "Pollutants" was a result of an attempt by the "Insured" to mitigate or avoid a discharge, dispersal, seepage, migration, release or escape of "Pollutants" that was itself abrupt and neither expected nor intended by the "Insured" and where substantial third party "Bodily Injury" or "Property Damage" could have occurred;

2) It commenced on a demonstrable, specific date during the "Policy Period";

3) Its commencement became known to the "Insured" within thirty (30) calendar days;

4) Its commencement was reported in writing to us within ninety (90) calendar days of becoming known to the "Insured"; and

5) Reasonable effort was expended by the "Insured" to terminate the discharge, dispersal, seepage, migration, release or escape of "Pollutants" as soon as conditions permitted.

B. However, nothing contained in this endorsement will operate to provide any coverage with respect to:

1. Any site or location principally used by the "Insured", or by others on the "Insured's" behalf, for the handling, storage, disposal, dumping, processing or treatment of waste;

2. Any fines or penalties;

3. Any clean-up loss, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision 3. shall not apply to third party clean-up loss, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement;

4. Acid rain or acid runoff;

5. Clean-up, removal, containment, treatment, detoxification or neutralization of Pollutants situated on premises which the "Insured" owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said Pollutants; or

6. Any "Bodily injury", "Property Damage" or "Personal and Advertising Injury", or any "Loss", cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of "Pollutants" in knowing violation of or non-compliance with governmental permits.

7. Discharge, dispersal, release or escape of "Pollutants" which originates from an "Underground Storage Tank". "Underground Storage Tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means.

   For the purposes of this definition, buried means that at least ten percent (10%) of it is below the surface of the ground or water.

C. For the purpose of this endorsement only, the **SELF-INSURED RETENTION** in Item 4. of the Declarations is deleted in its entirety and replaced by the following:

$1,000,000 Each Occurrence as respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of "Pollutants" covered under this endorsement.

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This “Self-Insured Retention” will not be reduced by “Defense Expenses”.

The above “Self-Insured Retention” applies whether or not there is applicable and collectible “Scheduled Underlying Insurance” or “Other Insurance” providing coverage to the “Insured”. If there is applicable and collectible “Scheduled Underlying Insurance” providing coverage to the “Insured” for a “Loss” to which this Policy applies, such “Scheduled Underlying Insurance” may be applied to reduce or exhaust the above “Self-Insured Retention” if such policies were purchased by the “Named Insured” to specifically apply as “Scheduled Underlying Insurance” to this Policy. However, in no event will “Defense Expenses” covered by such “Scheduled Underlying Insurance” be applied to reduce or exhaust the above “Self-Insured Retention”.

D. For the purpose of this endorsement only, **SECTION II**. **DEFENSE PROVISIONS**, Paragraphs A. and C. are deleted in their entirety and Paragraph A. is replaced by the following:

We will not be obligated to assume charge of the investigation, settlement or defense of any claim made, “Suit” brought or proceeding instituted against the “Insured”. We will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claims, “Suits” or proceedings relative to any “Occurrence” which, in our opinion, may create liability on our part under the terms of this Policy. If we exercise such right, we will do so at our own expense.

E. For the purpose of this endorsement only, **SECTION VI**. **DEFINITIONS** is amended to include the following additional definitions:

“Defense Expenses” means any payment allocated to a specific “Loss”, claim or “Suit” for its investigation settlement or defense, including but not limited to:

1. Attorney’s fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or “Suit”;
4. Costs taxed against the “Insured” in any claim or “Suit”;
5. Pre-judgment interest awarded against the “Insured”; and
6. Interest that accrues after entry of judgment.

“Pesticide, Herbicide or Fungicide” application means application of any toxic substance designed to destroy animal, plant or fungal pests.

“Underground Storage Tank” means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least ten percent (10%) of it is below the surface of the ground or water.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **8**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Amendment to Condition G. Duties in the Event of an "Occurrence", Claim or "Suit" Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION V. CONDITIONS, **G.** 2. is deleted in its entirety and replaced by the following:

2. If a claim is made or "Suit" is brought against any "Insured" which is reasonably likely to involve this Policy, you must notify us in writing as soon as practicable:

   Written notice should be mailed or emailed to the following address:

   Mailed: American Union Risk Associates Claims Administration
   c/o Jacobson, Goldfarb and Scott Insurance, Inc.
   101 Crawfords Corner Road, Suite 1300
   Holmdel, NJ 07733

   Emailed: auraclaims@jgsinsurance.com

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **9** Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

A. Paragraph **2.** of Section V – Conditions, Paragraph **D**., **Cancellation** is replaced with the following:

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 for non-payment of premium; or

b. 60 days before the effective date of cancellation for any other reason.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph 8**.** below, we may cancel this policy only for one or more of the following reasons:

a. The policy was obtained by material misrepresentation;

b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

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

8. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following are added and supersedes any other provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

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We need not mail or deliver the notice if:

(1) You have insured elsewhere;

(2) You have accepted replacement coverage;

(3) You have requested or agreed to nonrenewal of this policy; or

(4) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Policy Cancellation Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph **1.** of the Policy Cancellation Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

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Endorsement No.: **10** Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Employee Benefits Liability Limitation (Claims Made)

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to any liability arising out of:

1. any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by "ERISA" or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government mandated disability benefits; or

2. any act, error or omission committed by or on behalf of the Insured solely in the performance of one or more of the following administrative duties or activities:

    a. giving counsel to employees with respect to a "Plan";
    b. interpreting a "Plan";
    c. handling of records in connection with a "Plan";
    d. effecting enrollment, termination or cancellation of employees under a "Plan"; or
    e. any "Claim" against an Insured solely by reason of his, her or its status as an administrator, the "Plan" or you as sponsor of the "Plan".

However, this exclusion will not apply to liability to the extent that applicable and collectible "Scheduled Underlying Insurance" for such liability exist or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by payment of "Loss" to which this endorsement applies. Coverage provided by this policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this endorsement. However, the insurance provided by this policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

a) This policy will only provide coverage for a "Claim" made against the "Insured" during the "Policy Period".

b) A "Claim" by any person or organization seeking damages 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" in writing; or

    2. Notice of a "Claim" is reported to us in writing.

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Notwithstanding the above, this insurance shall not apply to:

1. any “Claim” alleging or arising out of the same “Occurrence” committed on or after the Retroactive Date set forth in the “Scheduled Underlying Insurance”, if the “Insured”, an officer, manager in your risk management insurance or legal department or an employee who is authorized by you to give or receive such notice of an “Occurrence”, knew as of the inception date of the policy that such “Occurrence” could result in a “Claim”.

2. any “Claim” alleging or arising out of the same “Occurrence” or series of continuous repeated or related “Occurrence” or alleging the same or similar facts, alleged or contained in any “Claim” which has been reported or any “Occurrence” of which notice has been given, under any policy of which this policy is a renewal, replacement or succeeds in time.

3. any “Claim” alleging or arising out of any “Claim” or “Suit” pending as of the inception date of the policy; or alleging or arising out of or related to any fact, circumstance, situation or “Occurrence” alleged in such “Claim” or “Suit”.

Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of the “Scheduled Underlying Insurance”, subject to the “Policy Period”, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than coverage provided by the “Scheduled Underlying Insurance”.

Section VI., DEFINITIONS is amended to include the following additional definitions:

“Claim” means a written demand upon the “Insured” for compensatory damage or services and shall include the service of “suit” or institution of arbitration proceedings against the “Insured”.

“ERISA” means the Employee Retirement Income Security Act of 1974 (including amendments related to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world to which a Plan is subject.

“Plan” means any plan, fund or program established anywhere in the world, regardless of whether it is subject to regulation under Title 1 of “ERISA” or meets the requirements for qualification under Section 401 of the Internal Revenue Code of 1986, as amended and which is:

1. a welfare plan, as defined in “ERISA” or any similar law regarding workers’ compensation, unemployment insurance, Social Security or any government mandated disability benefits.

2. a pension plan as defined in “ERISA” or any similar law regarding workers’ compensation, unemployment insurance, Social Security or any government mandated disability benefits; or

3. a combination of 1., and 2., above.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

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Endorsement No.: **11** Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Employers Liability Limitation

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to any liability arising out of "Bodily Injury" to any employee of the "Insured" arising out of and in the course of his or her employment by the "Insured" or performance of duties related to the conduct of the "Insured's business.

This exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Bodily Injury" exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this policy applies. Coverage provided by this policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

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Endorsement No.: **12**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Cap on Losses From Certified Acts of Terrorism With Retained Limit

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

I. **Cap on Losses from Certified Acts of Terrorism**

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.

II. Commercial Umbrella Declarations Item. **4** Self-Insured Retention is amended to include the following:

Terrorism Retained Limit: $1,000,000 Each "Certified Act of Terrorism"

III. Solely as respects any liability arising out of any "Certified Act of Terrorism", Commercial Umbrella Liability Policy Form**, Section II. Defense Provisions** is deleted in its entirety, and replaced by the following:

We have no duty to assume control of the investigation, defense or settlement of any claim made, "Suit" brought or proceeding instituted against the "Insured". We will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claims, "Suits" or proceeding relative to any "Occurrence" which, in our opinion, may create liability on our part under the terms of this Policy. If we exercise such right, we will do so at our own expense.

IV. Commercial Umbrella Liability Policy, **Section VI. Definitions**, **R.** "Retained Limit" is deleted in its entirety and replaced by the following:

R. "Retained limit" means whichever of the following is greater:

1. The total of the applicable limits of "Scheduled Underlying Insurance" provided coverage to the "Insured";

2. The Self-Insured Retention stated in Declarations Item **4.** applicable to each "Occurrence" that results in a "Loss", other than a "Certified Act of Terrorism", not covered by "Scheduled Underlying Insurance"; or

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3. The **Terrorism Retained Limit** which applies to each "Certified Act of Terrorism" whether or not there is applicable "Scheduled Underlying Insurance", or any other collectible insurance. Applicable "Scheduled Underlying Insurance" may be applied to reduce or exhaust the **Terrorism Retained Limit**. "Defense Expenses" shall not erode the **Terrorism Retained Limit**.

V. Commercial Umbrella Liability Policy, **Section VI**. **Definitions** is amended to include the following:

"Defense Expenses" means any payment allocated to the investigation, settlement or defense of a specific claim or "Suit" including the following:

1. Attorney's fees and all other investigation, "Loss" adjustment and litigation expenses;

2. Premiums on bonds to release attachments;

3. Premiums on appeal bonds required by law to appeal any claim or "Suit";

4. Costs taxed against the "Insured" by law to appeal any claim or "Suit";

5. Pre-judgment interest awarded against the "Insured"; and

6. Interest that accrues after entry of judgment.

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act and any amendment thereto. The criteria contained in the federal Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

1. The act results 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.

The terms and conditions of any terrorism exclusion, or the inapplicability or omission of terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **13** Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Standard Policy Modification Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

1. SECTION III., LIMITS OF INSURANCE, Item L., is deleted.

2. SECTION IV. EXCLUSIONS Item **C. 2. Contractual Liability** is amended as follows:

C. Contractual Liability

2. Liability for “Bodily Injury” or “Property Damage” assumed in an "Insured Contract", provided "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the "Insured Contract". Solely for the purposes of liability assumed in an “Insured Contract”, reasonable attorney fees and litigation expenses incurred by or for a party other than an “Insured” are not deemed to be supplementary payments under **Section II.C. 2**. Such fees, costs and expenses will be considered damages because of "Bodily Injury" or "Property Damage" and included in the Limits of Insurance of this Policy, 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”

   b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this Policy applies are alleged.

3. SECTION VI. DEFINITIONS, Item **L.** “Other Insurance” is deleted in its entirety and replaced with the following:

“Other” Insurance" means a valid and collectible Policy of insurance providing coverage for damages to which this insurance also applies. Other Insurance also means any retention in a Policy other than this Policy whereby a party other than an insurer is responsible for all or part of any sums payable.

"Other Insurance" does not include (1) "Scheduled Underlying Insurance", (2) the "Self-Insured Retention" in this Policy, or (3) any Policy of insurance specifically purchased to be excess of this Policy affording coverage that this Policy also affords.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

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Endorsement No.: **14**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Disaster Response Coverage Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

I. **SECTION I. INSURING AGREEMENTS** is amended to include the following:

1. Subject to the terms and conditions of this endorsement we will reimburse you for "Disaster Response Expenses" paid by you resulting from a "Disaster Event" occurring during the "Policy Period", provided:

   a. A "Disaster Response Advisor" has been hired in connection with the "Disaster Event"; and

   b. A "Disaster Event" is reported to us by telephone at 1-866-304-3079 within twenty-four (24) hours of its commencement.

2. A "Disaster Event" will be deemed to commence when a "Key Executive" first becomes aware of a "Disaster Event". A "Disaster Event" will be deemed to end when:

   a. We determine that any one of the elements listed in the definition of "Disaster Event" no long exists; or

   b. The Disaster Response Expense Aggregate Limit listed in the Schedule below has been exhausted,

   whichever is earlier.

3. The Disaster Response Expense Aggregate Limit is the most we will pay to reimburse you for the sum of all "Disaster Response Expenses" under this endorsement regardless of the number of "Disaster Events". A "Retained Limit" is not applicable to "Disaster Response Expenses". The Disaster Response Expense Aggregate Limit is in addition to and does not reduce any other Limits of Insurance applicable to this Policy.

SCHEDULE	
Disaster Response Expense Aggregate Limit	**$250,000.00**

4. If we or you disagree on whether a "Disaster Event" has occurred, your right of any reimbursement for "Disaster Response Expenses" shall be arbitrated pursuant to the rules of the American Arbitration Association at the state shown in Item 1. of the Declarations.

5. Payment by us of "Disaster Response Expenses" will not:

   a. Determine or be evidence of our rights or obligations under this Policy;

   b. Create a duty to defend any "Suit" under any other part of this Policy; or

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c. Oblige us to assume any duty to control the investigation, settlement or defense of any claim or "Suit" that might arise from a covered "Disaster Event".

6. Any payments made by you for which you may seek reimbursement under the terms of this endorsement, and any payments made by us to you to reimburse for such payments, shall not constitute any admission of liability by you with regard to the "Disaster Event" or by us with regard to the coverage afforded under this Policy. We are not waiving or relinquishing any rights we may have to seek recovery or subrogation against any third party with regard to payments made by us pursuant to this endorsement.

II. For the purposes of this endorsement **SECTION VI. DEFINITIONS** is amended to include the following additional definitions:

1. "Disaster Event" means an "Occurrence" that, in the good faith and reasonable opinion of a "Key Executive" of the "Named Insured", has resulted in or is likely to result in all of the following:

   a. A claim for "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" which is likely to exceed the "Retained Limit" of this Policy;

   b. Significant media coverage; and

   c. A need for a "Disaster Response Advisor".

2. "Disaster Response Advisor" means a public relations firm or crisis management firm that is hired by you to perform "Disaster Response Advisory Services" in connection with a "Disaster Event".

3. "Disaster Response Advisory Services" means those services performed by a "Disaster Response Advisor" in advising you on minimizing potential harm from a covered "Disaster Event" by maintaining or restoring public confidence in you.

4. "Disaster Response Expenses" means those amounts paid for the reasonable and necessary fees and expenses incurred by you or your "Disaster Response Advisor" and pre-approved in writing by us in response to a "Disaster Event". These expenses include but are not limited to the following:

   a. Medical expenses

   b. Funeral expenses

   c. Psychological counseling expenses

   d. Travel expenses

   e. Temporary living expenses

   f. Printing and mailing expenses

   g. Expenses to secure the scene of a "Disaster Event" and

   h. Any other expenses pre-approved in writing by us.

5. "Key Executive" means your Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if you are a partnership) or sole proprietor (if you are a sole proprietorship). A "Key Executive" also means any person holding a title designated by you, approved by us, and shown by endorsement to this Policy.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **15**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Real Estate Supplemental Coverages Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

The Policy is amended as follows:

I. **SECTION I. INSURING AGREEMENTS, Coverage, A.** is amended to add the following coverages:

We will pay on behalf of the "Insured" those sums in excess of the greater of the following:

1. The limits of any "Scheduled Underlying Insurance"; or

2. The Real Estate Supplemental Retained Amount

that the "Insured" becomes legally obligated to pay as damages because of:

a. **Fungus, Molds, Spores, Bacteria, Mildew or Yeast Coverage**

"Bodily Injury" or "Property Damage" resulting from:

i) Any "Fungus", "Mold", bacterium, mildew or yeast; or

ii) Any "Spore" or toxin created or produced by or emanating from such "Fungus", "Mold", bacterium, mildew or yeast; or

iii) Any substance, vapor, gas or other emission or organic or inorganic body or substance produced by or arising out of any "Fungus", "Mold", bacterium, mildew or yeast

where such "Fungus" comprises, or such "Fungus", "Spore", bacteria (including, but not limited to, E. coli, salmonella, C. botulinum and listeria monocytogenes), "Mold", mildew or yeast are found on, or contained in, an edible good or edible product intended for human or animal consumption.

Coverage under this section will also include "Bodily Injury" or "Property Damage" resulting from a virus (including, but not limited to, hepatitis A, hepatitis C, norovirus, rotavirus) where such virus is found on, or contained in, an edible good or edible product intended for human or animal consumption.

b. **Pesticide, Herbicide or Fungicide Application**

"Bodily Injury" or "Property Damage" resulting from any "Pesticide, Herbicide or Fungicide Application".

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c. **Legionnaire's Disease**

"Bodily Injury" or "Property Damage" resulting from "Legionnaire's Disease".

d. **Professional Legal Services**

Any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by your employee or salaried officer who is an attorney at law in the performance of "Professional Legal Services".

e. **Security Guard or Security Related Investigation Services**

Any act, error or omission in performing security guard or security related investigation services by or on behalf of the "Insured";

f. **Professional Liability Other Than Professional Legal Services and Security Guard or Security Related Investigation Services**

"Bodily Injury" or "Property Damage" resulting from professional services performed by or on behalf of the "Insured". However, this coverage does not apply to any "Bodily Injury" or "Property Damage" arising out of:

i) Engineering, architectural or surveying services to others in the "Insured's" capacity as an engineer, architect or surveyor, including

1) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

2) supervisory or inspection activities performed as part of any related architectural or engineering activities.

ii) The "Insured" providing or hiring an independent professional to provide engineering, architectural or surveying services in connection with any construction work the "Insured" performs.

Engineering, architectural and surveying services do not include services within the construction means, methods, techniques, sequences and procedures employed by the "Insured" in connection with the "Insured's" operations in the "Insured's" capacity as a construction contractor.

Exclusions f. i) and ii) apply even if the claims against the "Insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "Insured".

II. For the purpose of this endorsement, **SECTION VI. DEFINITIONS**, is amended as follows:

1. The definition of "Personal and Advertising Injury", **M.**, is amended to include the following:

Discrimination or humiliation on account of age, gender, race, color, national origin, creed, religion, sexual orientation, marital status, veterans status, pregnancy, sickness, disease, disability, physical capabilities, physical characteristics, physical condition, mental capabilities, mental condition, or any other similar category or class, but only if such discrimination or humiliation is:

a. Not committed by, at the direction of, or with the knowledge of you and/or any of your executive officers or directors; and

b. Not directly or indirectly related to the employment of any person or persons by you.

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III. For the purpose of this endorsement, **SECTION VI. DEFINITIONS** is amended to include the following additional definitions:

1. "Defense Expenses" means any payment allocated to a specific "Loss", claim or "Suit" for its investigation, settlement or defense, including but not limited to:

   a. Attorney's fees and all other investigation, loss adjustment and litigation expenses;

   b. Premiums on bonds to release attachments;

   c. Premiums on appeal bonds required by law to appeal any claim or "Suit";

   d. Costs taxed against the "Insured" in any claim or "Suit";

   e. Pre-judgment interest awarded against the "Insured"; and

   f. Interest that accrues after entry of judgment.

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

3. "Legionnaire's Disease" means a disease caused by a bacterium of the genus *Legionella*.

4. "Mold" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and "Fungi" that produce "Mold".

5. "Pesticide, Herbicide or Fungicide Application" means application of any toxic substance designed to destroy animal, plant or fungal pests, but only if such application meets all of the following preconditions:

   a. The contractor or subcontractor applying the pesticide, herbicide or fungicide satisfies all applicable federal, state or local licensing or registration requirements for such applicators; and

   b. The application operations, including the use of the pesticides, herbicides or fungicides applied, meet all standards of any statute, ordinance, regulation, licensing or registration requirement of any federal, state or local government which apply to those operations.

6. "Professional Legal Services" means:

   a. Services rendered as an attorney-at-law on behalf of the "Insured"; or

   b. Services provided by a lawyer in connection with any bar association, its governing board, or any of its committees.

7. "Spores" means any dormant or reproductive body produced by or arising or emanating out of any "Fungus", "Mold", bacteria, mildew, plants, organisms or microorganisms.

IV. With respect to any liability for damages covered by this endorsement to which "Scheduled Underlying Insurance" does not apply, the Real Estate Supplemental Retained Amount shown below will apply.

Real Estate Supplemental Retained Amount

$1,000,000 Each Occurrence with respect to all damages arising out of any liability covered by this endorsement.

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The Real Estate Supplemental Retained Amount is the dollar amount shown above in this endorsement and must be paid before we are responsible for making any payment under the terms of this endorsement. The Real Estate Supplemental Retained Amount will not be reduced by "Defense Expenses" or supplementary payments.

When the Real Estate Supplemental Retained Amount applies in the absence of applicable and collectible "Scheduled Underlying Insurance", **SECTION II. DEFENSE PROVISIONS**, **A**. is deleted and replaced by the following:

A. We will have the right and duty to defend any "Suit" against the "Insured" that seeks damages arising out of coverage subject to the applicable Real Estate Supplemental Retained Amount, once the Real Estate Supplemental Retained Amount has been exhausted by "Loss" to which this endorsement applies.

If we are prevented by law or statute from assuming our defense obligations under this endorsement, we will pay any expenses incurred by you with our consent in connection with the defense of a "Suit" otherwise covered by this endorsement.

V. The amount we will pay for damages covered by this endorsement is limited as described in **SECTION III. LIMITS OF INSURANCE**.

VI. To the extent that any provision of this endorsement conflicts with any provision of the Policy or any of its other endorsements, the provisions of this endorsement will supersede.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **16** Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Automobile Liability Limitation

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to "Bodily Injury", "Property Damage", "Personal Injury or Advertising Injury" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any "Auto".

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 "Auto" that is owned or operated by or rented or loaned to any "Insured".

This exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of “Loss” to which this policy applies. Coverage provided by this policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

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Endorsement No.: **17** Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Silica Or Silica Related Dust Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** is amended to add the following:

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Bodily injury" or “Personal and Advertising Injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

DEFINITIONS

“Silica” means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

“Silica-related dust” means a mixture or combination of silica and other dust or particles.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

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Endorsement No.: **18** Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Fungi or Bacteria Liability Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** is amended to add the following:

Fungi or Bacteria

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

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria, by any insured or by any other person or entity.

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

DEFINITION

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

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

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Endorsement No.: **19** Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Foreign Liability Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of an “Occurrence” happening outside the United States of America, its territories or possessions or Canada.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

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Endorsement No.: **20** Form: Rev. Page:

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Marine Liability Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to include the following:

A. This insurance does not apply to any liability, including but not limited to, liability arising out of the following:

Charterer's Liability
Jones Act (Title 46 United States Code § 688)
Protection and Indemnity including Collision
Safe Berth Legal Liability
Ship Builders Liability
Ship Repairers Legal Liability
Stevedores Liability
Terminal Operation Liability
Towers Liability
United States Longshore and Harbor Workers Act (Title 33 United States Code § 901-950)
Wharfinger's Liability

B. This insurance does not apply to:

1. Any liability arising out of the maintenance, fueling, loading or unloading of any watercraft;

2. "Property Damage" to any vessel in the "Insured's" care, custody or control;

3. "Bodily Injury" to passengers of any vessel or "Property Damage" to property of passengers of any vessel.

4. "Property Damage" to any dock, pier, harbor, bridge, buoy, lighthouse, breakwater structure, beacon, cable or to any fixed or movable object or property for which the "Insured" may be held liable; or

5. The “Loss”, cost or expense of, or incidental to, the removal of the wreck of any vessel.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

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Endorsement No.: **21**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Violation of Communication or Information Law Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION IV. **EXCLUSIONS** is amended to add the following:

Violation of Communication or Information Law Exclusion

This insurance does not apply to "Bodily Injury," "Property Damage" or "Personal and Advertising Injury" arising out of any act that violates any statute, ordinance, or regulation of any federal, state or local government, including any amendments or additions to such laws, that prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting or communicating of material or information.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **22**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Access or Disclosure of Confidential or Personal Material or Information Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

I. **SECTION IV. EXCLUSIONS** is amended to include the following additional exclusion:

Access or Disclosure of Confidential or Personal Material or Information

This insurance does not apply to any liability arising out of:

Any access to or disclosure of any person's or organization's confidential or personal material or information, including:

1. Patents, trade secrets, processing methods, customer lists;
2. Financial information, credit card information;
3. Health information, biometric information; or
4. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion 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 material or information.

II. To the extent that any provision of this endorsement conflicts with any provision of the Policy or any of its other endorsements, the provisions of this endorsement will apply.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **23**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Cyber Incident Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

I. **SECTION IV. EXCLUSIONS** is amended to include the following additional exclusion:

Cyber Incident

This insurance does not apply to any liability arising out of a "Cyber Incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "Cyber Incident".

II. For the purpose of this endorsement, **SECTION VI. DEFINITIONS** is amended to include the following additional definition:

"Cyber Incident" means any:

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 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 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.

III. To the extent that any provision of this endorsement conflicts with any provision of the Policy or any of its other endorsements, the provisions of this endorsement will apply.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **24**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Violation of Law Addressing Data Privacy Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

I. **SECTION IV. EXCLUSIONS** is amended to include the following additional exclusion:

Violation of Law Addressing Data Privacy

This insurance does not apply to any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

1. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

   Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

   a. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

   b. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

2. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph 1. above, including but not limited to the European Union's General Data Protection Regulation.

II. To the extent that any provision of this endorsement conflicts with any provision of the Policy or any of its other endorsements, the provisions of this endorsement will apply.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **25**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Communicable Disease Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION IV. EXCLUSIONS is amended to include the following additional exclusion:

Communicable Disease

This insurance does not apply to any liability arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any “Insured” allege negligence or other wrongdoing in the:

1. Supervision, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

2. Testing for a communicable disease;

3. Failure to prevent the spread of the disease; or

4. Failure to report the disease to authorities.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **26**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Cannabis Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

I. **SECTION IV. EXCLUSIONS** is amended to include the following additional exclusion:

This insurance does not apply to any liability based upon, arising out of, resulting from, in any way involving, related to (whether directly or indirectly), or in any way associated with any actual, alleged, threatened or suspected:

1. Use, design, development, cultivation, manufacturing, preparation, storage, processing, packaging, handling, testing, distribution, transport, promotion, advertising, marketing, sale, serving, furnishing, possession, or disposal of “Cannabis”, or any other activity related to or associated with “Cannabis”;

2. Involvement, investment, or interest in, management of, transaction with, or any business relationship with a business engaged in any activities described in Paragraph 1. above;

3. Inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of “Cannabis”; or

4. “Property Damage” to “Cannabis”.

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”.

II. **SECTION VI. DEFINITIONS** is amended to include the following additional definition:

“Cannabis” means:

1. Any good or product, including “Your Product”, that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic, including but not limited to:

   a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

   b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:

      i. Resin, oil or wax;

      ii. Hash or hemp; or

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iii. Infused liquid or edible cannabis;

Whether or not derived from any plant or part of any plant set forth above;

2. Any substance, chemical, mineral or other material, good or product when or as applied to, found within, sprayed on, used to grow or cultivate, or used in connection with any good, product or other item referenced in Paragraph 1. above;

3. Any part, component, equipment, or accessory when or as used with any good, product or other item referenced in Paragraph 1. above, including but not limited to any filter, paper, pipe, wrapper, electronic smoking device, vaporizer or other similar part, equipment, component or accessory; or

4. Any vapor, smoke or other solid, liquid, gaseous or thermal by-product, compound or residue of any good, product or other item referenced in Paragraph 1. or 3. above, including waste. Waste includes material to be recycled, reconditioned or reclaimed.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **27**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Amendment - Aggregate Limits of Insurance (Per Location) with Products-Completed Operations Hazard Limitation Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

I. **SECTION III**. **LIMITS OF INSURANCE**, Paragraph **C.** is amended to include the following:

i.) If "Scheduled Underlying Insurance" provides that a separate Limit of Insurance will apply to each location for which coverage applies under this Policy, then the Aggregate Limits described in **SECTION III. LIMITS OF INSURANCE** applies separately to each of your locations. This provision i.) shall not apply if the underlying aggregate limit is capped or sublimited in any way.

ii.) Additionally, where "Scheduled Underlying Insurance" provides that damages included within the "Products-Completed Operations Hazard" erode the General Aggregate Limit, then solely with respect to the coverage provided by this Policy in excess of such "Scheduled Underlying Insurance", provision i.) above shall not apply and this Policy is amended as follows:

II. **ITEM 3C.** of the Declarations is deleted in its entirety.

III. **SECTION III. LIMITS OF INSURANCE**, Paragraph **C.** is deleted in its entirety and replaced by the following:

C. The General Aggregate Limit stated in Item 3B. of the Declarations is the most we will pay for all damages covered under this Policy, except for damages because of "Bodily Injury" or "Property" Damage" to which this Policy applies, caused by an "Occurrence" and resulting from the ownership, maintenance or use of an "Auto" covered under "Scheduled Underlying Insurance".

If "Scheduled Underlying Insurance" provides that a separate Limit of Insurance will apply to each location for which coverage applies under this Policy and such Limit of Insurance is not capped or sublimited in any way, then the General Aggregate Limit of Insurance stated in Item 3B. of the Declarations will apply separately to each location for which coverage applies under this Policy if "Scheduled Underlying Insurance" also provides a separate Limit of Insurance for such location(s).

IV. **SECTION III. LIMITS OF INSURANCE**, Paragraph **D.** is deleted in its entirety.

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V. SECTION IV. EXCLUSIONS is amended to include the following additional exclusion:

This insurance does not apply to any liability included within the "Products-Completed Operations Hazard".

However, if insurance for such liability is provided by "Scheduled Underlying Insurance":

1. This exclusion shall not apply; and

2. Coverage under this Policy for such liability will follow the terms, definitions, conditions and exclusions of "Scheduled Underlying Insurance", subject to the "Policy Period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this Policy. Provided, however, that coverage provided by this Policy will be no broader than the coverage provided by "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **28**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Condominium/Co-Operative/Homeowners Association Directors and Officers Liability Limitation (Claims-Made)

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION IV. EXCLUSIONS of the Policy is amended to include the following:

Condominium/Co-Operative/Homeowners Association Directors and Officers

This insurance does not apply to any liability arising out of the actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by directors or officers in their respective capacities as such, or any matter claimed against them solely by reason of their status as directors or officers of any Condominium/Co-Operative/Homeowners Association owned or operated by the "Named Insured".

However, this exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such liability provided on a claims-made basis for a not-for-profit Condominium, Co-Operative, or Homeowners Association exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this Policy applies. If the above applies, then coverage under this Policy for Condominium, Co-Operative, or Homeowners Association will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance". However, the insurance provided by this Policy for the Condominium, Co-Operative, or Homeowners Association will not be broader than the insurance coverage provided for same by such "Scheduled Underlying Insurance".

Notwithstanding the above, it is understood and agreed that nothing under this endorsement shall be interpreted to provide coverage for any liability arising out of the actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by directors or officers in their respective capacities as such, or any matter claimed against them solely by reason of their status as director or officer of any "Condominium-Hotel" owned or operated by the "Named Insured".

Solely with respect to this endorsement, **SECTION VI. DEFINITIONS** is amended to include the following:

"Claim" means a written demand upon the "Insured" for compensatory damages or services and shall include the service of "Suit" or institution of arbitration proceedings against the "Insured".

"Condominium-Hotel" means a hotel in which a percentage of the units are deeded to individuals pursuant to a condominium form of ownership, where such units are available for the use of such individuals or their designees for part of the year, and available to be rented out to hotel guests for the remainder of the year.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **29**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Definition of Named Insured Amendatory Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION VI. DEFINITIONS, Paragraph J. "Named Insured" is deleted in its entirety and replaced by the following:

"Named Insured" means:

1. Any person or organization designated in Item 1. of the Declarations;

2. Any other person or organization designated as a "Named Insured" on the Declarations Page;

3. Any subsidiary or acquired company or corporation (including subsidiaries thereof) and any other legal entities including joint ventures, limited liability companies and partnerships) in which:

    a. One or more "Named Insureds", identified in Paragraphs 1. or 2. above, singly or combined, has more than a fifty percent (50%) ownership; or

    b. Any "Named Insured" identified in Paragraphs 1. or 2. above, exercises management or financial control; or

    c. Any "Named Insured" identified in Paragraphs 1. or 2. above, has the written contractual responsibility of placing insurance such as is provided by this Policy for each such entity. However, in no event shall the insurance so afforded by this subparagraph have Limits of Liability greater than, or coverage broader than, the Limits of Liability and coverage otherwise afforded by this Policy.

Notwithstanding any of the above, no person or organization is an "Insured" under this Policy who is not an "Insured" under applicable "Scheduled Underlying Insurance".

Acquired and Newly Formed Organizations

It is understood and agreed that you must provide us with prompt notice after the acquisition or formation of any organization which falls outside of the business of ownership, and management of real estate properties.

Coverage provided for any acquired organization does not apply to any damages resulting from an "Occurrence" that happened before such "Named Insured(s)" acquired such interest of at least fifty percent (50%) or commenced exercising management or financial control or after such "Named Insured(s)" ceased to maintain such interest of at least fifty percent (50%) or ceased to exercise management or financial control of such organization.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the "Policy Period". Additionally, we reserve the right to underwrite and require additional terms or conditions with respect to continued coverage of any organization that you acquire or form during the "Policy Period" which falls outside of the business of ownership and management of real estate properties.

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Partnerships, Joint Ventures and Limited Liability Companies:

1. The insurance afforded under this endorsement shall not be subject to any requirement of **SECTION VI. DEFINITIONS** Paragraph F. that the partnership, joint venture, or limited liability company be shown as a "Named Insured" in Item 1. of the Declarations.

2. **SECTION VI. DEFINITIONS**, Paragraph T. is amended to include the following additional provision:

   This Policy does not recognize erosion or exhaustion of the limits of any applicable "Scheduled Underlying Insurance" due to scaling of limits provisions relating to joint ventures, partnerships, or limited liability companies.

Not with standing any of the above, the "Named Insured" provisions in **SECTION VI. DEFINITIONS**, Paragraph 2., as amended above, apply only with respect to the "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" arising out of:

1. The ownership, management, operation or maintenance or use of the designated premises listed in the schedule of designated premises which is attached to or referenced in this Policy; or

2. Operations listed in the schedule of designated premises or operations elsewhere that are necessary or incidental to the ownership, maintenance or use of the designated premises.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **30**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Knowledge of Occurrence or Claim Endorsement - Risk Manager, Risk Management or Corporate Officer

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION V. CONDITIONS are amended to include the following:

Knowledge of an "Occurrence", claim or "Suit" by your agent, servant or employee shall not in itself constitute knowledge by the "Insured", unless the Risk Manager, Risk Management Department responsible for insurance matters of the "Insured's" corporation, or any corporate officer shall have received such notice from the agent, servant, employee or any other person.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **31**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Commercial General Liability Limitation Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION IV. EXCLUSIONS is amended to include the following:

This insurance does not apply to Commercial General Liability.

However, this exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for Commercial General Liability exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this Policy applies. Coverage provided by this Policy for such coverage as indicated by this endorsement will follow the provisions, exclusion and limitations of the "Scheduled Underlying Insurance" except with respect to Limits of Insurance, retentions, deductibles, cancellation/nonrenewal, duty to defend, and premium. However, the insurance provided by this Policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **32**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Construction Operations Exclusion (with EIFS and Wrap Ups Excluded)

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

I. SECTION IV. EXCLUSIONS is amended to add the following:

Construction Operations

This insurance does not apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury", "Loss", cost, expense, demand, claim or "Suit" arising out of the construction, renovation, rehabilitation, demolition, excavation, or remediation of any building, property or structure.

However, this exclusion does not apply to routine maintenance activities; or non-structural modification or tenant preparation activities.

Exterior Insulation and Finish Systems

This insurance does not apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "Exterior Insulation and Finish System" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2. "Your Product" or "Your Work" with respect to any exterior component, fixture or feature of any structure if an "Exterior Insulation and Finish System", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

Wrap-Up

This insurance does not apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of either your ongoing operations or operations included within the "Products-Completed Operations Hazard" as a consolidated (wrap-up) insurance program, owner controlled insurance program (OCIP), owner and contractors protective liability program (OCP) or similar insurance plan which has been provided by the prime contractor/project manager or owner of the construction project in which you have a financial interest.

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This exclusion applies:

Whether or not the consolidated (wrap-up) insurance program, owner controlled insurance program (OCIP), owner and contractors protective liability program (OCP) or similar insurance plan provides limits adequate to cover all claims.

II. SECTION VI. DEFINITIONS is amended to add the following:

"Exterior Insulation and Finish System" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3. A reinforced or unreinforced base coat;

4. A finish coat providing surface texture to which color may be added; and

5. Any flashing, caulking or sealant used with the system for any purpose.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **33**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Designated Operations/Risks Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION IV. EXCLUSIONS are amended to add the following:

This insurance does not apply to any liability arising out of the operations and/or risks listed in the schedule below:

Schedule

1. Adult or Child Daycare services when performed by or on behalf of the "Insured" for third parties for a fee;
2. Security Guard Services when performed by or on behalf of the "Insured" to third parties for a fee. This exclusion does not apply to unarmed security services performed at a covered location as listed in our policy;
3. Schools operated by or on behalf of the "Insured";
4. Religious organizations or institutions operated by or on behalf of the "Insured";
5. Casinos.

However, paragraph 1 in the Schedule of this exclusion shall not apply to any liability resulting from Child Daycare services provided by the "Insured" in connection with the "Insured's" hotel or motel operations. Notwithstanding the foregoing, this insurance does not apply to any liability arising out of:

1. The actual or threatened abuse or molestation by anyone of any "Minor person" while in the care, custody or control of any Insured; or
2. The negligent hiring, employment, placement, training, supervision, investigation, reporting to the proper authorities, or failure to report to the proper authorities, retention of a person for whom any "Insured" is or ever was legally responsible and whose conduct would be excluded by paragraph 1. in the Schedule above.

Abuse and molestation includes but is not limited to any verbal or nonverbal communication, behavior, or conduct with sexual connotations, infliction of physical, emotional, or psychological injury or harm whether for sexual gratification, discrimination, intimidation, coercion, or other purpose, regardless of whether such action or resulting injury is alleged to be intentionally or negligently caused.

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For the purpose of this endorsement. **Section VI. DEFINITIONS** are amended to include the following additional definition:

1. “Minor person” means any person under the age of eighteen years old.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **34**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Water Sports Limitation Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION IV. EXCLUSIONS is amended to include the following:

This insurance does not apply to any liability arising out of the rental or use of any of the following:

1. Jet skis;
2. Parasailing equipment;
3. Watergliding equipment;
4. Any other water sports equipment rented or provided by the “Insured”.

However, this exclusion will not apply to “Bodily Injury” or “Property Damage” arising out of water sports equipment that is intended solely for use in a pool to the extent that applicable and collectible “Scheduled Underlying Insurance” for such “Bodily Injury”, “Property Damage”, exists or would have existed but for the reduction or exhaustion of “Scheduled Underlying Insurance” by the payment of “Loss” to which this Policy applies. Coverage provided by this Policy will follow the provisions, exclusions and limitations of the “Scheduled Underlying Insurance” unless otherwise provided by the terms of this Policy. However, the insurance provided by this Policy will not be broader than the insurance coverage provided by such “Scheduled Underlying Insurance”.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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Endorsement No.: **35**

Effective Date: 12/01/2025 Issue Date:

Attached to and forming part of Policy No.: AUR0505163

Issued To: Hidden Oaks Of Greenfield Condominium Association

By: XL Insurance America, Inc.

Lead Exclusion with Exception

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

SECTION IV. EXCLUSIONS is amended to add the following:

This insurance does not apply to:

1. "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of lead, including but not limited to the ingestion, inhalation or absorption of lead in any form;

2. Any "Loss", cost or expense arising out of any 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 lead; or

3. Any "Loss", cost or expense arising out of any claim or "Suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of lead.

However, this exclusion will not apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" for any non-residential building or any residential building newly constructed in whole or in part, after January 1, 1980 to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Bodily Injury", "Property Damage" or "Personal and Advertising Injury", exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this Policy applies. Coverage provided by this Policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this Policy. However, the insurance provided by this Policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

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SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for the accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from one of the writing companies owned or managed by The Travelers Companies, Inc. We appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns safety and accident prevention. Travelers Risk Control has an extensive staff of safety and loss prevention professionals assisting customers across the country and around the world. We have one of the largest Risk Control departments in the industry, and our scale allows us to apply the right resource at the right time to meet customer needs.

We have a wide range of industry-specific experience, which includes manufacturing, construction, wholesale and retail businesses, service organizations, technology-related business, the oil and gas industry, the public sector and others.
Following are some examples of available safety services:

Accident Prevention – Our staff can help you address hazards within your operations, premises and equipment, and recommend solutions for reducing or eliminating these hazards.

Analysis of Accident Causes – Our REACT accident investigation program can assist you in determining root causes of accidents and help you prevent recurrences.

Safety Consultations – Our consultants can assist you with solutions in specialized areas such as ergonomics, industrial hygiene and fleet safety.

Industrial Hygiene/Health Services – Travelers has an AIHA accredited lab to analyze air samples taken by our IH Specialists, or by you, through our Pump Loan program to help you identify potential exposures to occupational illnesses.

Safety Literature and Digital Media – Our Risk Control customer website has hundreds of resources including checklists, sample programs, self-assessments, instructional videos and other safety and health related tools.

Safety Training – We offer face-to-face classroom courses, as well as distance learning and online training programs on a variety of safety and risk management topics in order to provide flexibility for your safety training needs.

Return-To-Work Coordination – We have consultants who specialize in post injury management that can assist you with developing or enhancing a return-to-work program, along with other aspects of our Corridor of Care® post injury process.

Please note: For ALL loss control assistance requests, please contact your local office directly, which is listed on one of the following pages.

These services are available upon request. See the remainder of this document for the Travelers Risk Control office nearest you. These phone numbers should not be used for questions regarding your policy or claims.

SAFETY IS YOUR CONCERN

At Travelers, we are committed to helping protect your business. Travelers Risk Control has the experience, resources and capabilities to provide a range of safety services Onsite, Online and On-Demand. As our customer, you have access to hundreds of safety resources that cover an array of safety and risk management topics to help you control hazards and reduce risks of injury or illness. You can access these resources by logging in at www.travelers.com. Not registered? Select "Log In" and then "Register Now" to register for MyTravelers for Business.

The loss of a key employee due to an injury can seriously impact your business. We can help you to understand the types of accidents that may occur in your business and the steps you can take to help prevent them.

Examples of what you will find include:

- Safety checklists, sample programs and self-assessments.
- Safety training offerings including classroom, and online.
- Additional safety products and services

These resources can help you improve your workplace safety practices.

Contact Us

For more information, please visit travelers.com/riskcontrol or contact your local Travelers office.

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FOR SAFETY SERVICES ONLY
For all other inquiries please contact your agent, underwriter or claim representative

ALABAMA
Birmingham
3000 Riverchase Galleria
Ste. 600
Birmingham, AL 35244
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

ALASKA
Portland, OR
4000 SW Kruse Place, Suite 100
Lake Oswego, OR 97035
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

ARIZONA
Phoenix
2401 W Peoria Ave., Suite 130
Phoenix, AZ 85029
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

ARKANSAS
Kansas City, KS
7465 West 132nd, Suite 400
Overland Park, KS 66213
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Diamond Bar
21688 Gateway Center Drive
P.O. Box 6512
Diamond Bar, CA 91765-8512
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Glendale
655 N. Central Avenue, Suite 1600
Glendale, CA 91203
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Irvine
3333 Michelson Dr. City Blvd. W
Suite 1000
Irvine, CA 92612
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Los Angeles
888 South Figueroa St., Ste. 500
Los Angeles, CA 90017
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Sacramento
11070 White Rock Road, Suite 130
Rancho Cordova, CA 95670
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
San Diego
9325 Sky Park Court, Suite 220
San Diego, CA 92123
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

CALIFORNIA
Walnut Creek
401 Lennon Lane, Suite 100
Walnut Creek, CA 94598
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

COLORADO
Denver
6060 S. Willow Dr. #300
Greenwood Village, CO 80111
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

CONNECTICUT
Hartford
300 Windsor Street
Hartford, CT 06120
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

DELAWARE
Philadelphia, PA
10 Sentry Parkway, Suite 300
Blue Bell, PA 19422
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

DISTRICT OF COLUMBIA
Washington, DC
14200 Park Meadow Dr.
Chantilly, VA 20151
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

FLORIDA
Orlando
2420 Lakemont Dr
Orlando, FL 32814
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

GEORGIA
Atlanta
1000 Windward Concourse
Alpharetta, GA 30005
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

HAWAII
Irvine, CA
3333 Michelson Drive City Blvd. W
Suite 1000
Irvine, CA 92612
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

IDAHO
Sacramento, CA
11070 White Rock Rd, Suite 130
Rancho Cordova, CA 95670
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

ILLINOIS
Chicago
161 N Clark St.
Suite 900
Chicago, IL 60601
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

ILLINOIS
Naperville
215 Shuman Boulevard
P.O. Box 3208
Naperville, IL 60566
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

INDIANA
Indianapolis
Suite 300
280 East 96th Street
Indianapolis, IN 46240
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

IOWA
Des Moines
7101 Vista Dr.
West Des Moines, IA 50266-9313
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

KANSAS CITY
7465 West 132nd, Suite 400
Overland Park, KS 66213
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

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For all other inquiries please contact your agent, underwriter or claim representative

KENTUCKY
Louisville
Suite 150
303 N Hurstbourne Pkwy
Louisville, KY 40222
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

LOUISIANA
New Orleans
3838 N. Causeway, Suite 2700
Metairie, LA 70002
P.O. Box 61479
New Orleans, LA 70161-1479
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MAINE
Portland, ME
207 Larrabee Road, Suite 3
Westbrook, ME 04092
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MARYLAND
Blue Bell, PA
10 Sentry Parkway, Suite 300
Blue Bell, PA 19422
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MASSACHUSETTS
Boston
100 Summer Street, Suite 201A
Boston, MA 02110
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MASSACHUSETTS
Hudson
1 Cabot Road
Suite 250
Hudson, MA 01749
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MASSACHUSETTS
Braintree
350 Granite Street
Suite 1201
Braintree, MA 02184
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MICHIGAN
Grand Rapids
625 Kenmoor Ave
Suite 213
Grand Rapids, MI 49546
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MICHIGAN
Troy
1441 W. Long Lake Rd., Ste. 300
Troy, MI 48098
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MINNESOTA
St. Paul
385 Washington St., MC 104P
St. Paul, MN 55102
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MISSISSIPPI
Jackson
1080 River Oaks Dr
Ste B-200
Flowood, MS 39232
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MISSOURI
St. Louis
940 West Port Plaza, Suite 270
St. Louis, MO 63146
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MISSOURI WORKERS' COMPENSATION PLAN (MWCP)
4801 Main Street, Suite 350
Kansas City, MO 64112
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

MONTANA
Sacramento, CA
11070 White Rock Rd, Suite 130
Rancho Cordova, CA 95670
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEBRASKA
Omaha
11516 Miracle Hills Dr., St. 400
Omaha, NE 68154
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEVADA
Las Vegas
7450 Arroyo Crossing Pkwy
Suite 200
Las Vegas, NV 89113
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEW HAMPSHIRE
Portland, ME
207 Larrabee Road, Suite 3
Westbrook, ME 04092
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEW JERSEY
Morristown
445 South Street
Morristown, NJ 07960
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEW JERSEY
Marlton
Lake Center Exec Park Building 30
Suite 110
Marlton, NJ 08053
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEW MEXICO
Phoenix
2401 W Peoria Ave., Suite 130
Phoenix, AZ 85029
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEW YORK
Albany
900 Watervliet-Shaker Road
Albany, NY 12205
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEW YORK
Buffalo
60 Lakefront Blvd.
P.O. Box 242
Buffalo, NY 14240-0242
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEW YORK
Melville
3 Huntington Quadrangle
Melville, NY 11747
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEW YORK
New York
485 Lexington Ave.
New York, NY 10017-2630
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

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Please call these numbers
FOR SAFETY SERVICES ONLY
For all other inquiries please contact your agent, underwriter or claim representative

NEW YORK
Rochester
75 Town Centre Drive
P.O. Box 23235
Rochester, NY 14692-3235
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NEW YORK
Syracuse
440 South Warren Street
P.O. Box 4963
Syracuse, NY 13221-4963
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NORTH CAROLINA
Charlotte
11440 Carmel Commons Blvd.
Suite 400
Charlotte, NC 28226
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NORTH CAROLINA
Raleigh
4504 Emperor Blvd.
Durham, NC 27703
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

NORTH DAKOTA
St. Paul, MN
385 Washington St., MC 104P
St. Paul, MN 55102
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

OHIO
Cincinnati
Baldwin Center, Suite 500
625 Eden Park Drive
Cincinnati, OH 45202
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

OHIO
Cleveland
6150 Oak Tree Blvd., Suite 400
Independence, OH 44131
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

OKLAHOMA
Tulsa
9820 East 41st St., Suite 401
P.O Box 3510
Tulsa, OK 74101
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

OREGON
Portland
4000 SW Kruse Way Place,
Building 1, Suite 255
Lake Oswego, OR 97035
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

PENNSYLVANIA
Philadelphia
10 Sentry Parkway, Suite 300
Blue Bell, PA 19422
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

PENNSYLVANIA
Pittsburgh
112 Washington Place, Suite 910
Pittsburgh, PA 15219
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

PENNSYLVANIA
Reading
1105 Berkshire Blvd.
P.O. Box 13426
Wyomissing, PA 19610
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

RHODE ISLAND
Braintree
350 Granite Street
Suite 1201
Braintree, MA 02184
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

SOUTH CAROLINA
Charlotte
11440 Carmel Commons Blvd.
P.O. Box 473500
Charlotte, NC 28247-3500
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

SOUTH DAKOTA
St. Paul, MN
385 Washington St.
St. Paul, MN 55102
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

TENNESSEE
Franklin
6640 Carothers Pkwy, Suite 300
Franklin, TN 37067
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

TEXAS
Dallas
1301 E Collins Blvd., Suite 300
Richardson, TX 75081
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

TEXAS
Houston
4650 Westway Park Blvd., Suite 350
Houston, TX 77041
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

UTAH
Denver, CO
6060 S. Willow Drive#300
Greenwood Village , CO 80111
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

VERMONT
Hartford, CT
300 Windsor Street
Hartford, CT 06120
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

VIRGINIA
Richmond
9954 Mayland Drive, Suite 6100
Richmond, VA 23233
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

Washington, DC
14200 Park Meadow Dr.
Chantilly, VA 20151
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

WASHINGTON
Seattle
1501 4th Avenue, Suite 400
Seattle, WA 98101
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

WEST VIRGINIA
Charleston, WV
119 Virginia St. W.
Charleston, WV 25302
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

WISCONSIN
Milwaukee
13935 Bishops Drive, Suite 200
Brookfield, WI 53005
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

WYOMING
Denver, CO
6060 S. Willow Drive #300
Greenwood Village, CO 80111
Risk Control: 1-800-973-9215
Claims: 800-238-6225 or travelers.com/claim

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TRAVELERS

Report Claims Immediately by Calling*
1-800-238-6225
Speak directly with a claim professional
24 hours a day, 365 days a year

*Unless Your Policy Requires **Written** Notice or Reporting

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

A Custom Insurance Policy Prepared for:

HIDDEN OAKS OF GREENFIELD
1665 N WATER ST
MILWAUKEE WI 53202

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V **INFORMATION PAGE WC 00 00 01 (A)**

POLICY NUMBER: UB-C1127228-25-42-G

NEW-25

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT
A Stock Company

NCCI CO CODE: 12637

1.

INSURED:
HIDDEN OAKS OF GREENFIELD
1665 N WATER ST
MILWAUKEE, WI 53202

PRODUCER:
ROBERTSON RYAN & ASSOC
330 E KILBOURN AVE STE 850
MILWAUKEE, WI 53202NULL

Insured is **ASSOCIATION, LABOR UNION, RELIGIOUS ORG.**

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from **12-01-25** to **12-01-26** 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
WI

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	$	500,000	Each Accident
Bodily Injury by Disease:	$	500,000	Policy Limit
Bodily Injury by Disease:	$	500,000	Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**

DATE OF ISSUE: 11-14-25 RY
OFFICE: NAPERVILLE IL 888
PRODUCER: ROBERTSON RYAN & ASSOC 75647

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-C1127228-25-42-G

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 6531 NAICS: 813990

	STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	$ 601
PREMIUM DISCOUNT	NONE
0900-48 EXPENSE CONSTANT	220
TERRORISM	NONE
TOTAL ESTIMATED PREMIUM	821
DEPOSIT AMOUNT DUE	821MP

Minimum Premium: $ 746 EMPLOYERS LIABILITY MINIMUM: $75

DATE OF ISSUE: 11-14-25 RY
OFFICE: NAPERVILLE IL 888
PRODUCER: ROBERTSON RYAN & ASSOC 75647 COUNTERSIGNED-AGENT

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: **UB-C1127228-25-42-G**

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

INSURED'S NAME: HIDDEN OAKS OF GREENFIELD **12637-WI**

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 **FEIN 391892071 ENTITY CD 001 00** **HIDDEN OAKS OF GREENFIELD** **1665 N WATER ST** **MILWAUKEE , WI 53202** **NAICS: 813990**				
BUILDING OR PROPERTY MANAGEMENT: ALL OTHER EMPLOYEES	**9015**	**50.00**	**2.92**	**1**
LOCATION 002 **FEIN 391892071 ENTITY CD 001 00** **HIDDEN OAKS OF GREENFIELD** **5201 S TUCKAWAY BLVD** **GREENFIELD , WI 53221** **NAICS: 813990**				
BUILDING OR PROPERTY MANAGEMENT: ALL OTHER EMPLOYEES	**9015**	**50.00**	**2.92**	**1**

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: **UB-C1127228-25-42-G**

WI MANUAL PREMIUM $ 2

0.80% EMPL. LIAB. INCREASED LIMITS(9807)	$ 0
ADD FOR INCREASED LIMITS MINIMUM	75
TOTAL PREMIUM SUBJECT TO EXPERIENCE MOD.	77
EXPERIENCE MODIFICATION: MODIFIED PREMIUM	77
ADD FOR POLICY MINIMUM	524
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	601
EXPENSE CONSTANT(0900)	220
TERRORISM(9740)	0
CAT(OTHER THAN CERT ACTS OF TERRORISM)(9741)	0
TOTAL ESTIMATED PREMIUM	821
TOTAL PREMIUM	821
DEPOSIT AMOUNT DUE	821

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: **UB-C1127228-25-42-G**

LISTING OF ENDORSEMENTS EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 00 04 14 A - 001	NOTIFICATION OF CHG IN OWNR ENDT
WC 00 04 22 C - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 21 F - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 00 03 08 OO - 001	PARTNERS OFFICERS AND OTHERS EXCL ENDT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 48 06 01 C - 001	WISCONSIN LAW ENDORSEMENT
WC 48 06 06 B - 001	WISCONSIN CANCELLATION AND NON RENEWAL

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance.
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

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E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;

2. you knowingly employ an employee in violation of law;

3. you fail to comply with a health or safety law or regulation; or

4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.

2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.

3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.

4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.

5. This insurance conforms to the parts of the workers compensation law that apply to:

a. benefits payable by this insurance;

b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.

3. Bodily injury by accident must occur during the policy period.

4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

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B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;

2. For care and loss of services; and

3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;

2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;

3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;

4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

5. Bodily injury intentionally caused or aggravated by you;

6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;

8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C Sections 1331 et seq.), the Defense Base Act (42 U.S.C Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;

10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;

11. Fines or penalties imposed for violation of federal or state law; and

12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We

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have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;

2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;

3. Litigation costs taxed against you;

4. Interest on a judgment as required by law until we offer the amount due under this insurance; and

5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below:

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease – each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.

2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.

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4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE
PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

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2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX
CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

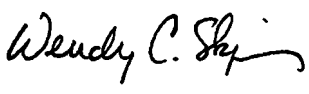
3. The policy period will end on the day and hour stated in the cancelation notice.

4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and Secretary at Hartford, Connecticut and countersigned on the Information page by a duly authorized agent of the company.



Secretary

President

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 14 (A)

POLICY NUMBER: UB-C1127228-25-42-G

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. EndorsementNo.

Insured Premium

Insurance Company Countersigned by_____

DATE OF ISSUE: 11-14-25 ST ASSIGN:

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 22 (C)

POLICY NUMBER: UB-C1127228-25-42-G

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

a. The act is an act of terrorism.

b. The act is violent or dangerous to human life, property, or infrastructure.

c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.

d. The act has 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.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027 an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 22 (C)

POLICY NUMBER: UB-C1127228-25-42-G

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed $200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium

For all other states please refer to the other Federal Terrorism Risk Insurance Act Disclosure Endorsements attached to your policy

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 21 (F)

POLICY NUMBER: UB-C1127228-25-42-G

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of $50 million. This $50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

Form WC 00 04 21 (F)

DATE OF ISSUE: 11-14-25 ST ASSIGN:

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 08 (OO) – 001

POLICY NUMBER: UB-C1127228-25-42-G

PARTNERS, OFFICERS, AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

SCHEDULE

PARTNERS

OFFICERS

OTHERS

NONE

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 19 (00)

POLICY NUMBER: UB-C1127228-25-42-G

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE

PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 48 06 01 (C)

POLICY NUMBER: **UB-C1127228-25-42-G**

WISCONSIN LAW ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

This policy is amended to reflect the following changes and/or additions to clarify or comply with Wisconsin Law:

I. If our agent has knowledge of a change in or a violation of a policy condition, this will be considered our knowledge and will not void the policy or defeat a recovery for a claim.

II. "Workers Compensation Law" means Chapter 102, Wisconsin Statutes. It does not include and this policy does not apply to any obligation under Chapter 40, Wisconsin Statutes, or Section 66.191, Wisconsin Statutes, or any amendment to these laws.

III. Any language involving "Actions Against Us" is replaced and amended to provide that no legal action may be brought against us until there has been full compliance with all the terms of this policy.

IV. If any injury occurs that may be covered by this insurance, the policy is amended to provide that you must notify us of that injury as soon as reasonably possible.

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 48 06 06 (B)

POLICY NUMBER: **UB-C1127228-25-42-G**

WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

The Cancellation Section (D) of the Part Six - Conditions is deleted and replaced by the following:

A. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect. If you purchase replacement insurance, the cancellation becomes effective on the date the new coverage becomes effective. If no replacement coverage is purchased, the cancellation will be effective thirty (30) days after receipt of written notice by the Wisconsin Compensation Rating Bureau.

2. We may cancel this policy for any reason if the policy has been in effect for less than sixty (60) days. If the policy is issued for a term longer than one year or for an indefinite term, we may cancel the policy for any reason on an annual anniversary of the policy effective date. We may cancel the policy at any other time for the following reasons:

a. you fail to pay all premiums when due, however, we must deliver or mail, first class, not less than thirty (30) days advance written notice stating when the cancellation is to take effect;

b. a material misrepresentation;

c. a substantial breach of the obligations, conditions or warranties under the policy; or

d. a substantial change in the risk we assumed under the policy unless it was reasonable for us to foresee the change or expect the risk when we issued the policy.

3. If we cancel for any permissible reason other than non-payment of premium, we must deliver or mail, first class, not less than* thirty (30) days notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

4. The policy period will end on the day and hour stated in a notice of cancellation.

B. Nonrenewal

1. You have the right to have the insurance renewed unless we deliver or mail to you not less than* sixty (60) days advance written notice stating our intention not to renew this policy.

2. We do not have to renew the insurance if you do not pay the renewal premium billing by the due date or if you accept replacement insurance, are insured elsewhere, requested or agree to nonrenewal, or if the policy is expressly designated as being nonrenewable.

3. If we renew the insurance, we may use the policy forms, rates and rating plans we are then using for similar risks. We may limit the policy to a term equivalent to the term of the expiring policy or one year whichever is less.

4. If we offer to renew the policy on less favorable terms, we will mail or deliver written notice of the new terms by first class mail to you, the policy holder, at least sixty (60) days prior to the renewal date. The definition of "terms" does not include manual rates, experience modification factors, or classification of risks.

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 48 06 06 (B)

POLICY NUMBER: **UB-C1127228-25-42-G**

If we provide such notice within sixty (60) days prior to the renewal date, the new terms will not take effect until sixty (60) days after written notice is mailed or delivered, in which case, you, the policy holder, may elect to cancel the renewal policy at any time during the sixty (60) day period. The notice will include a statement of your right to cancel. If you elect to cancel the renewal policy during the sixty (60) day period, the return premium or additional premium charges shall be calculated proportionally on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that; (a) is less than 25%; or, (b) results from a change based on your action that alters the nature and extent of the risk insured against, including, but not limited to, a change in the classifications for the business.

* Any written agreement attached to and made a part of the policy, between the insurance carrier and policyholder which extends the cancellation or nonrenewal notification timeframe, will supercede the aforementioned notification requirements found in items A.3., and B.1., respectively.

IMPORTANT NOTICE – COPYRIGHT

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The National Council on Compensation Insurance and certain state workers compensation bureaus require a copyright notice on policy forms that contain their copyrighted material. This Important Notice addresses this copyright notice requirement for any policy form included in this policy that does not separately contain a copyright notice.

For all policy forms other than the workers compensation bureau forms of the states identified below:

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For the workers compensation bureau policy forms of the following states:

DELAWARE:

© 2025 Delaware Compensation Rating Bureau

MICHIGAN:

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PENNSYLVANIA:

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IMPORTANT NOTICE – NEW, UNCOLLECTED OR UNCONTEMPLATED SURCHARGES

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The insurer is responsible for the collection of any surcharge related to the policy premium in accordance with state laws or regulations. While surcharges are commonly known at the time of policy issuance, there are instances when a state amends existing, or institutes new, surcharge rates after policy issuance. The insured is responsible to reimburse the insurer when billed for the amount of any surcharge.

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IMPORTANT NOTICE – COMPLAINTS – WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Travelers
Attn: Consumer Affairs
One Tower Square
Hartford, CT 06183
1-800-954-2382
www.Travelers.com

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE,** a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at www.oci.wi.gov, or by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, Wisconsin 53707-7873
1-800-236-8517
608-266-0103

IMPORTANT – POLICY AUDIT INFORMATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

Dear Policyholder:

This policy is issued with an estimated premium based upon information provided through your Producer. This premium is subject to adjustment at the end of the policy period. At that time, you may receive a request for information via E-mail, in the mail, or a premium auditor may contact you to review the necessary records. The information developed is needed to determine the final earned premium for this policy.

Record Maintenance

In order to facilitate audit service, it is necessary to maintain proper records and have them available at the proper time. Based on the nature of your business, some of the following data will be necessary to complete the audit:

1. General Ledger, Financial Statements
2. Payroll Records, Federal 941 Employer's Quarterly Payroll Tax Return, State Unemployment Returns, Individual Earnings Records- separated by type of work and overtime.
3. Cash Receipts, Sales Journal, Income Statement, Profit & Loss Statement.
4. Cash Disbursements Journal - Including subcontractors. casual labor and material costs.
5. Certificates of Insurance for any subcontractors hired.

IMPORTANT COVERAGE NOTE:

If you utilize subcontractors whose legal status is that of sole proprietor/partner, we may charge premium for these persons as provided under Part 5 of the policy contract even though certificates of insurance may exist. Please contact your producer if you have any questions regarding your Workers' Compensation coverage needs.

Work in Other States

Please advise your Producer if employees are hired for work in states other than those listed in Item 3. of your policy. This will enable your producer to consider your need for coverage in accordance with state laws.

We appreciate the opportunity to serve you. If you have any questions about the enclosed policy or any insurance matters please contact your producer or your Company representative.

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TRAVELERS

ALASKA

NOTICE TO INSURED

Dear Policyholder:

This is to notify you that your Workers' Compensation and Employers Liability policy does not provide Other States Coverage for the State of Alaska.

If you have operations or start up an operation in Alaska, and it is not listed in Item 3A of the Information Page, you or your agent must notify us and request that this state be covered under your policy.

With receipt of your request for coverage, we will extend the policy to include this state.

Your Agent can provide you with necessary information and will assist you in obtaining coverage for this state.

TRAVELERS

PRIVACY NOTICE

PRIVACY POLICY

Thank you for selecting **THE TRAVELERS INSURANCE COMPANIES** as your workers compensation insurer. At **THE TRAVELERS INSURANCE COMPANIES** a subsidiary of Travelers, we recognize that privacy is important to you. That is why we are committed to protecting your privacy through the adoption of the following privacy principles:

Collection Of Information

We collect, retain, and use information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, only where we believe that it will help or is necessary to provide you products and services or otherwise conduct our business. We collect nonpublic personal financial information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, from the following sources:

- information we receive from you or through your agent or broker on applications or other forms;
- information we receive from or about you in the process of adjusting claims;
- information about your other transactions, including risk control and other consulting services, with us, our affiliates or other third parties;
- information about your coverages and loss activity with other carriers; and
- information we receive from a consumer reporting agency.

Such information includes identifying information such as policyholder, participant, beneficiary or claimant name, address, and social security number; financial information such as income, payment history, or credit history; and, under certain circumstances, health information such as information about an illness, disability, or injury. It could also include information on claims with other insurance companies and us and the condition and maintenance of your property.

Disclosure Of Information

We usually do not disclose nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, without your consent. However, in some circumstances we may disclose information to others without your prior authorization. The most common disclosures are to the following persons:

- our affiliated property and casualty insurance companies;
- state insurance departments, for their regulation of our business;
- other government authorities;
- our agents and brokers as necessary to conduct our business;
- organizations that perform underwriting and claims investigations;
- another insurance company to which you have applied for a policy or submitted a claim;
- insurance support agencies, law enforcement agencies and our reinsurers; and
- any other third party, as permitted or required by law.

Most importantly, THE TRAVELERS INSURANCE COMPANIES does not and will not disclose or sell nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, **to anyone for marketing purposes.**

Confidentiality And Security

We restrict access to nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to those who need it to serve your insurance needs and to maintain and improve customer service. We maintain physical, electronic, and procedural safeguards that comply with federal and state laws and regulations to guard your nonpublic personal information.

Disclosure and Protection of Former Customers' Information

We may disclose all the personal information we have collected, as described above. However, even if you no longer have a customer relationship with us, we will continue to follow our privacy policies and practices to protect your information.

Changes In Privacy Policy

We may choose to modify our policy regarding the treatment of personal information at any time. Before we do so, we will notify you and provide an updated privacy notice.

IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

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