



This policy is issued by the following GNY Company:

Greater New York Mutual Insurance Company

NOTICE OF ANNUAL MEETING

By the virtue of this Policy, the insured is a member of the Greater New York Mutual Insurance Company, and is entitled to vote, in person or by proxy, at any meetings of the Company.

The Annual Meeting of members is held at the Home Office of the Company on the second Tuesday in March, at 2:30 p.m. Eastern Time.

This policy jacket with the policy forms, declarations page and endorsements, if any, issued to form a part thereof, completes the policy.

COMMON POLICY DECLARATIONS

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY
HOME OFFICE
 200 MADISON AVENUE NEW YORK, NY 10016
 A MUTUAL COMPANY

POLICY TERM **1** **Year** ACCOUNT NUMBER **29D3459024** POLICY NUMBER **1129D34590**
 ENDORSEMENT NUMBER

NAMED INSURED AND MAILING ADDRESS	PRODUCER
EDISON GLEN CONDOMINIUM ASSOCIATION	2909583
C/O PROF PROP MGMT & SERV INC	MITCHELL INSURANCE SERVICES
1304 EDISON GLEN TER	720 KING GEORGES POST ROAD
EDISON NJ 08837-2938	FORDS NJ 08863

POLICY PERIOD: FROM **07-14-2024** TO: **07-14-2025** AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN.

ENDORSEMENT DATE:
 BUSINESS DESCRIPTION: **ASSOCIATION**

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:

		<u>PREMIUM</u>
COMMERCIAL PROPERTY COVERAGE PART	\$	112,057.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$	41,741.00
CERTIFIED ACTS OF TERRORISM	\$	2,335.00
NJ PLIGA Surcharge	\$	781.00
TOTAL	\$	156,914.00

FORMS APPLICABLE TO ALL COVERAGE PARTS:
 SEE SCHEDULE OF FORMS AND ENDORSEMENTS

TOTAL PREMIUM \$ **156,914.00**
 THE POLICY MAY BE SUBJECT TO ADJUSTMENT.

COUNTERSIGNED _____ BY *Elyzabeth Heck*
 DATE _____ AUTHORIZED REPRESENTATIVE

**DESIGNATION OF PREMISES SCHEDULE
COMMERCIAL LINES POLICY
THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY**

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION		EFFECTIVE DATE 07-14-24	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	001	101 EDISON GLEN TER, 101-116 EDISON GLEN TER, EDISON, NJ 08837-2921 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	002	201 EDISON GLEN TER, 201-224 EDISON GLEN TER, EDISON, NJ 08837-2922 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	003	301 EDISON GLEN TER, 301-312 EDISON GLEN TER, EDISON, NJ 08837-2924 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	004	401 EDISON GLEN TER, 401-414 EDISON GLEN TER, EDISON, NJ 08837-2925 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	005	501 EDISON GLEN TER, 501-524 EDISON GLEN TER, EDISON, NJ 08837-2926 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	006	601 EDISON GLEN TER, 601-616 EDISON GLEN TER, EDISON, NJ 08837-2928 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	007	701 EDISON GLEN TER, 701-716 EDISON GLEN TER, EDISON, NJ 08837-2929 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	008	801 EDISON GLEN TER, 801-824 EDISON GLEN TER, EDISON, NJ 08837-2930 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	009	901 EDISON GLEN TER, 901-924 EDISON GLEN TER, EDISON, NJ 08837-2932 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS

**DESIGNATION OF PREMISES SCHEDULE
COMMERCIAL LINES POLICY**
THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION		EFFECTIVE DATE 07-14-24	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	010	1001 EDISON GLEN TER, 1001-1016 EDISON GLEN TER, EDISON, NJ 08837-2934 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	011	1101 EDISON GLEN TER, 1101-1124 EDISON GLEN TER, EDISON, NJ 08837-2935 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	012	1201 EDISON GLEN TER, 1201-1212 EDISON GLEN TER, EDISON, NJ 08837-2937 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	013	1301 EDISON GLEN TER, 1301-1316 EDISON GLEN TER, EDISON, NJ 08837-2938 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	014	1401 EDISON GLEN TER, 1401-1415 EDISON GLEN TER, EDISON, NJ 08837-2939 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	015	1501 EDISON GLEN TER, 1501-1516 EDISON GLEN TER, EDISON, NJ 08837-2940 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	016	1601 EDISON GLEN TER, 1601-1616 EDISON GLEN TER, EDISON, NJ 08837-2941 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	017	1701 EDISON GLEN TER, 1701-1714 EDISON GLEN TER, EDISON, NJ 08837-2942 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	018	1801 EDISON GLEN TER, 1801-1816 EDISON GLEN TER, EDISON, NJ 08837-2943 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDOS
001	019	101 EDISON GLEN TER, EDISON, NJ 08837-2921 APPLIES TO: PROPERTY	POOLHOUSE

**DESIGNATION OF PREMISES SCHEDULE
COMMERCIAL LINES POLICY
THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY**

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION		EFFECTIVE DATE 07-14-24	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
002	001	NUMBER OF STORIES: 001 123 MAIN ST, EDISON, NJ 08837-2920	VACANT LAND

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF FORMS AND ENDORSEMENTS

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION		POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
		COUNTERSIGNED BY: _____ AUTHORIZED REPRESENTATIVE
SCHEDULE OF FORMS & ENDORSEMENTS EFFECTIVE DATE: 07-14-24		POLICY PERIOD: FROM: 07-14-2024 TO: 07-14-2025
COMMON POLICY FORMS AND ENDORSEMENTS		
GNY PJ	09-21	POLICY JACKET
GNY 001	09-91	COMMON POLICY DECLARATIONS
GNY 002	06-91	DESIGNATION OF PREMISES SCHEDULE
GNY 003A	07-09	SCHEDULE OF FORMS AND ENDORSEMENTS
IDR COVDEC	02-09	IDENTITY RECOVERY COVERAGE PART DEC
IDRAS	03-10	IDENTITY RECOVERY COVERAGE FORM
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 11	11-03	NEW JERSEY CHANGES
IL 01 41	09-08	NEW JERSEY CHANGES - CIVIL UNION
IL 02 08	09-07	NJ CHANGES-CANC & NONRENL
IL 09 35	07-02	EXCL OF CERTAIN COMPUTER- RELATED LOSSES
IL 09 52	01-15	CAP/LOSSES FROM CERTIFIED ACTS OF TERROR
IL 09 85	12-20	DISCLOSURE PURSUANT/TERROR RISK INS ACT
PROPERTY FORMS AND ENDORSEMENTS		
DOBI 16-09	04-17	NJ EQ INSURANCE AVAILABILITY NOTICE
GNY 004	11-20	COMMERCIAL PROPERTY COVERAGE PART
LIMDED	08-21	AMENDMENT OF LIMITS AND DEDUCTIBLES
GNY 005	06-91	COMMERCIAL PROPERTY COVERAGE PART
GNYCP 03	01-18	EQUIPMENT BREAKDOWN ENHANCEMENT ENDT
CYB PROMGR	01-20	CYBER SUITE-COMPUTER SYSTEM-AMENDATORY E
CYB ST DEC	01-20	CYBER SUITE COVERAGE SUPPLEMENTAL DECL
CYB SUITE	01-20	CYBER SUITE COVERAGE FORM
OSPECS	06-17	AMDT COVERED PROPORIGINAL SPECIFICATIONS
PACKGOLD	08-21	ENHANCED PROP COVG ENDT - GOLD
XREPCST	03-05	EXTENDED REPLACEMENT COST ENDORSEMENT
CP 00 30	10-12	BUSINESS INCOME COVERAGE (&/EX EXP)
CP 04 31	04-02	CHGS-FUNGUS, WET ROT, DRY ROT & BACTERIA
CP 10 45	02-19	EQ & VOLC ERUPT COVG - SUB-LMT PCT DED
CP DS 06	02-19	EQ & VOLC ERUPT COVG SCHED - SUB-LIMIT
CP 00 17	10-12	CONDOMINIUM ASSOCIATION COVERAGE FORM
CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
CP 01 40	07-06	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
CP 10 30	09-17	CAUSES OF LOSS - SPECIAL FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF FORMS AND ENDORSEMENTS

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION		POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
		COUNTERSIGNED BY: _____ AUTHORIZED REPRESENTATIVE
SCHEDULE OF FORMS & ENDORSEMENTS EFFECTIVE DATE: 07-14-24		POLICY PERIOD: FROM: 07-14-2024 TO: 07-14-2025
CP 10 36	10-12	LIMITATIONS ON COVG FOR ROOF SURFACING
CP CYBEX	08-21	CYBER INCIDENT EXCLUSION
GENERAL LIABILITY FORMS AND ENDORSEMENTS		
GNY 020	11-20	GENERAL LIABILITY DECLARATIONS
GNY 021	06-91	GENERAL LIABILITY SCHEDULE
CG 21 32	05-09	COMMUNICABLE DISEASE EXCLUSION
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
CG 20 04	11-85	ADDL INSD-CONDOMINIUM UNIT OWNERS
CG 20 24	12-19	ADDL INSD - LAND LEASED
CG 21 16	04-13	EXCL-DESIGNATED PROFESSIONAL SERVICES
CG 21 44	04-17	LIMIT OF COV TO DESIG PREM, PROJ OR OPER
CG 21 65	12-04	TOTAL POLLUTION EXCL-WITH EXCEPTIONS
CG 81 02	02-05	BASIC CONSTRUCTION EXCLUSION
HNOAGG NJ	05-21	HIRED & NON-OWNED SEP OCCUR NO AGG
EPLIDEC	10-07	COMMERCIAL EMPLOYMENT PRACTICES DEC PAGE
EPLI AS	10-07	EMPLOYMENT PRACTICES LIAB INS COV
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
SLVRGL	01-22	ENHANCED GL COVG ENDT - SILVER
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
GLU-113	07-05	ASBESTOS HAZARD EXCLUSION ENDORSEMENT-NJ
NJLEAD	05-02	NJ CHANGES-LIAB FOR HAZARDS OF LEAD
CG 21 70	01-15	CAP LOSSES FROM CERTIF ACTS OF TERRORISM
CG 26 20	10-93	NJ CHANGES - LOSS INFORMATION
CG 00 69	12-23	EXCLUSION - VIOLATION OF LAW DATA PRVCY
CG 20 36	12-19	ADDITIONAL INSURED - GRANTOR OF LICENSES
CG 21 07	05-14	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
CG 21 09	06-15	EXCLUSION - UNMANNED AIRCRAFT
CG 21 54	12-19	EXCL-DESIG OPS COVRD BY WRAP-UP INS PROG
CG 25 04	05-09	DESIGNATED LOCATIONS GENERAL AGGREGATE
CG 40 10	12-19	EXCLUSION - CROSS SUITS LIABILITY
CG 40 35	12-23	EXCLUSION - CYBER INCIDENT
POLICYHOLDER JACKETS		
GNY PJ	09-21	POLICY JACKET

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY DECLARATIONS (Continued)

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
	COUNTERSIGNED BY: _____ AUTHORIZED REPRESENTATIVE
COMMON POLICY DECLARATIONS (Continued) EFFECTIVE DATE: 07-14-2024	POLICY PERIOD: FROM: 07-14-2024 TO: 07-14-2025

THIS ENDORSEMENT IS USED AS AN OVERFLOW FOR FIELDS ON THE DECLARATIONS PAGE NOT LARGE ENOUGH FOR THE NECESSARY INFORMATION AND TO LIST OPTIONAL COVERAGES.

IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS PAYABLE ON INSTALLMENTS AS FOLLOWS:

DUE	PREVIOUS TOTAL	PREMIUM	SURCHARGE	GRAND TOTAL
DEPOSIT 07/14/2024		39,029.00	781.00	39,810.00
INSTALL 08/14/2024		14,638.00		14,638.00
INSTALL 09/14/2024		14,638.00		14,638.00
INSTALL 10/14/2024		14,638.00		14,638.00
INSTALL 11/14/2024		14,638.00		14,638.00
INSTALL 12/14/2024		14,638.00		14,638.00
INSTALL 01/14/2025		14,638.00		14,638.00
INSTALL 02/14/2025		14,638.00		14,638.00
INSTALL 03/14/2025		14,638.00		14,638.00

THERE IS A \$10 SERVICE FEE FOR EACH PREMIUM INSTALLMENT.
THIS FEE IS NOT INCLUDED IN THE PREMIUMS SHOWN ABOVE.

Identity Recovery Coverage Part Declarations

Named Insured: EDISON GLEN CONDOMINIUM

Policy Number 1129D34590

Effective Date 07-14-24

Expense Reimbursement Coverage Limit

\$25,000 Annual Aggregate Limit per Insured

Special Terms or Conditions

Identity Recovery Coverage Form

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this Insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section G - DEFINITIONS.

A. COVERAGE

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy;
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery coverage is applicable;
3. Such "identity theft" is reported in writing to the police; and
4. Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured."

If all four of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

1. Case Management Service

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

2. Expense Reimbursement

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

You may make a claim under this coverage prior to reporting the "identity theft" to the police, and we may refer the "identity recovery insured" to an "identity recovery case manager" if the other three coverage requirements are met. However, we will not reimburse any "identity recovery expenses" until the "identity theft" has been reported in writing to the police, and we reserve our right to terminate the services of the "identity recovery case manager" if the "identity recovery insured" does not make such a written report to the police within a reasonable period of time.

B. EXCLUSIONS

We do not cover:

1. "Identity recovery expenses" incurred to restore a professional or business identity.
2. "Identity recovery expenses" incurred due to any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
3. Loss arising from an "identity theft" that is not reported in writing to the police.
4. Loss arising from war, including any the following and any consequence of the following:
 - a. Undeclared war, civil war, insurrection rebellion or revolution;
 - b. Warlike act by a military force or military personnel; or
 - c. Destruction, seizure or use for a military purpose.
5. Loss arising from Nuclear Hazard. Nuclear Hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

C. LIMITS OF INSURANCE

1. Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement coverage.
2. Expense Reimbursement coverage is subject to a limit as indicated in the Declarations. This is an annual aggregate limit per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12-month period

starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

3. Legal costs as provided under item d. of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement coverage limit.
4. Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."
5. Item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."
6. Item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expenses Reimbursement coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

D. DEDUCTIBLES

1. Case Management Service is not subject to a deductible
2. Expense Reimbursement coverage is subject to a \$500 deductible. Any one "identity recovery insured" shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Duties in the Event of Loss or Damage

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

- a. Report the "identity theft" to the police in writing.
- b. Give us a prompt notice of the loss.
- c. Send us a signed, sworn proof of loss containing the information we request. You

must do this within 60 days after our request.

- d. Cooperate with us in the investigation and settlement of the claim.

2. Assistance and Claims

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line at 1-800-414-9905**. The Help Line can provide:

- a. Information and advice for how to respond to a possible "identity theft"; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve you or us of any obligation under this Identity Recovery Coverage.

2. Concealment, Misrepresentation or Fraud

We will not pay for any loss and coverage will be void if you or any additional insured at any time:

- a. Intentionally cause or allow loss or expense in order to collect on insurance; or
- b. Intentionally conceal or misrepresent a material fact concerning:
 - (1) This Identity Recovery Coverage; or
 - (2) A claim under this Identity Recovery Coverage.

3. Coverage Territory

Subject to its terms, conditions and exclusions, this policy applies to an "identity theft" occurring anywhere in the world, but we shall only pay for loss incurred by an "identity recovery insured" in the United States, Puerto Rico or Canada.

5. Legal Action Against Us

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

- a. There has been full compliance with all the terms of this Identity Recovery Coverage; and
- b. The action is brought within two years after the date that the "identity theft" is first discovered by the "identity recovery insured."

6. Liberalization

If we adopt any standard form revision for general use that would broaden the coverage under this Identity Recovery Coverage without additional premium, the broadened coverage will apply to this Identity Recovery Coverage commencing on the date that such revision becomes effective in the jurisdiction of the mailing address for the First Named Insured.

7. Other Insurance

If there is other insurance that applies to the same loss, damage or expense, this Identity Recovery Coverage shall apply on a primary basis.

8. Services

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement:

- a. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."
- b. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

G. DEFINITIONS

1. **"Identity Recovery Case Manager"** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and

telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

2. **"Identity Recovery Expenses"** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft":
 - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
 - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."
 - c. Costs for credit reports from established credit bureaus.
 - d. Fees and expenses for an attorney approved by us for the following:
 - (1) The defense of any civil suit brought against an "identity recovery insured."
 - (2) The removal of any civil judgment wrongfully entered against an "identity recovery insured."
 - (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
 - (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
 - (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured."
 - e. Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
 - f. Actual costs for supervision of children or elderly or infirm relatives or dependants of

the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."

- g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."
- h. Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft." Such costs include:
 - (1) Costs by the "identity recovery insured" to recover control over his or her personal identity.
 - (2) Deductibles or service fees from financial institutions.
Such costs do not include:
 - (3) Costs to avoid, prevent or detect "identity theft" or other loss.
 - (4) Monies lost or stolen.
 - (5) Costs that are restricted or excluded elsewhere in this endorsement or policy.

3. **'Identity Recovery Insured'** means the following:
- a. A full time employee of the entity insured under this policy; or
 - b. An owner of the entity insured under this policy who meets any of the following criteria:
 - (1) A sole proprietor of the insured entity;
 - (2) A partner in the insured entity; or
 - (3) An individual having an ownership position of 20% or more of the insured entity.
 - d. When the entity insured under this policy is a co-operative or condominium association, the current directors and officers of the insured association.

An "identity recovery insured" must always be an individual person. Any entity insured under this policy, other than an individual person, is not an "identity recovery insured."

4. **'Identity Theft'** means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter

into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

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 PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN 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

The following is added:

The premium shown in the Declarations was computed based on rates in effect 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.

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 STANDARD PROPERTY POLICY

A. The following exclusion and related provisions are added:

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 payment to a co-insured who did not cooperate in or contribute to the creation of the loss if the loss arose out of domestic violence.
3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's insurable interest in the property. In no event will we pay more than the Limit of Insurance.

To the extent that the Concealment, Misrepresentation Or Fraud Condition conflicts with the provisions of Paragraph **A.2.** above, the provisions of **A.2.** will apply.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

If we pay a co-insured for loss arising out of an act of domestic violence by another insured, the rights of the co-insured, who did not cooperate in or contribute to the creation of the loss, to recover damages from the perpetrator of domestic violence are transferred to us to the extent of our payment. Following the loss, the co-insured who did not cooperate in or contribute to the loss may not waive such rights to recover against the perpetrator of domestic violence.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
 Spouse or party to a civil union recognized under New Jersey law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY 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.** Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.
- This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.
- B.** Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
- 2.** If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:
- a.** We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:
- (1)** 10 days before the effective date of cancellation if we cancel for:
- (a)** Nonpayment of premium; or
- (b)** Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:
- (i)** "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and
- (ii)** "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.
 - b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.
- C. The following is added to the **Cancellation** Common Policy Condition:
- 7. Cancellation Of Policies In Effect For 60 Days Or More**
- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
 - (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
 - (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
 - (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
 - (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
 - (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
 - (8) Loss of or reduction in available insurance capacity;
 - (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
 - (10) Loss of or substantial changes in applicable reinsurance;
 - (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
 - (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.
 - (13) Agency termination, provided:
 - (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
 - (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.
 - (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.
 - b. If we cancel this policy based on Paragraph 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.
 - c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.
 - d. Notice will be sent to the last mailing addresses known to us, by:
 - (1) Certified mail; or
 - (2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

- e. We need not send notice of cancellation if you have:
 - (1) Replaced coverage elsewhere; or
 - (2) Specifically requested termination.
- D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- 1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

- 2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
 - a. Certified mail; or
 - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
- 3. We need not mail or deliver this notice if you have:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. Cap On Certified Terrorism Losses

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

B. Application Of Exclusions

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

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

NEW JERSEY FRAUD STATEMENT – APPLICATION

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW JERSEY FRAUD STATEMENT – CLAIM FORM

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

NEW JERSEY EARTHQUAKE INSURANCE AVAILABILITY NOTICE

All insureds and applicants are cautioned that commercial fire and extended coverage insurance policies do not provide coverage for earthquake damage.

The definition of an *earthquake*:

- is a shaking or trembling of the earth that is geologic or tectonic in nature;
- includes shock waves or tremors before, during or after a volcanic eruption; and
- can also include after-shocks that occur within a seventy-two hour period following an *earthquake*.

A typical commercial fire and extended coverage insurance policy:

- **does not** cover the cost to replace or repair your damaged dwelling, premises or structures, such as garages, resulting from an *earthquake*;
- **does not** cover the cost to replace or repair the contents of your business if the damages result from an *earthquake*; and
- **does not** pay for any additional business expenses if your property is badly damaged or destroyed by an *earthquake*.

***Earthquake* insurance is available through an endorsement to your policy for an additional premium. The decision to purchase earthquake insurance is one that should be carefully considered based on individual circumstances.**

Historically, an earthquake in New Jersey is a rare event, although the possibility exists that it could happen. Over the five-year period from 2010 to 2015, for every \$1 of *earthquake* insurance premium, 1/10 of one cent has been paid out for losses.

Please contact your agent / your independent agent / the company at (732) 738-5500 if you have any questions or want additional information on how you can obtain *earthquake* insurance.

This notice is a general description of coverage and does not change, modify or invalidate any of the provisions, terms or conditions of your policy or endorsements.

COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	001	BUILDING FRAME	\$ 76,530,572	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:
 BLKT GRP # 1.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	001	BUS INC (I) INCL EXTRA EXP FRAME	\$ 1,200,000	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:
 BLKT GRP # 2.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	001	SPECIAL CLASS - NOC MSNRY, METAL, OTH N/C MTRIALS	\$ 45,000	SPECIAL	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	002	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	002	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	003	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	003	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	004	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	004	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	005	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	005	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	006	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	006	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	007	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	007	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	008	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	008	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	009	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	009	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	010	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	010	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	011	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	011	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	012	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	012	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	013	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	013	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	014	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	014	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	015	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	015	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	016	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	016	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	017	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	017	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	018	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	018	BUS INC (I) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: RES CONDOS INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	019	BUILDING FRAME	BLKT GRP 1	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: POOLHOUSE INFLATION GUARD: 4 %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	019	BUSINESS PERS PROP FRAME	\$ 25,000	SPECIAL WITH EQ	100

OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: 5.00% EXCEPTIONS:
 BLKT GRP # 3.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.

OTHER PROVISIONS

TERRITORY: PROTECTION CLASS: OCCUPANCY: INFLATION GUARD: %
 AGREED VALUE: EXPIRATION DATE: REPLACEMENT COST INCLUDING "STOCK"
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

GREATER NEW YORK INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF LIMITS AND DEDUCTIBLES
ENHANCED PROPERTY COVERAGE PROGRAM**

This endorsement modifies insurance provided under the following:

- ENHANCED PROPERTY COVERAGE ENDORSEMENT**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR RESTAURANTS**
- PROTECTO-GUARD PROPERTY ENHANCED COVERAGE ENDORSEMENT PLATINUM**
- PROTECTO-GUARD PROPERTY ENHANCED COVERAGE ENDORSEMENT FOR RESTAURANTS**
- ACTUAL LOSS SUSTAINED ENDORSEMENT**
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CONDOMINIUM ASSOCIATION COVERAGE FORM**
- BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM**
- BUSINESS INCOME WITHOUT EXTRA EXPENSE COVERAGE FORM**
- CAUSES OF LOSS – SPECIAL FORM**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT HOSPITALITY PROGRAM**
- CRIME COVERAGE ENDORSEMENT HOSPITALITY PROGRAM**
- CRIME COVERAGE ENDORSEMENT PRIVATE CLUB PROGRAM**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR OFFICE BUILDINGS – LESSORS RISK**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR SHOPPING CENTERS-LESSORS RISK**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT PRIVATE CLUB PROGRAM**

Changes are applicable only if the appropriate section is completed by indicating the Additional and Total Limit in one (or more) of the Schedules which follow or if a box indicates a selection has been made by a box below is marked: .

INCREASE(S) IN LIMITS

- In addition to the Limits provided by the Enhanced Property Coverage Endorsement attached to your policy for the specific coverage listed below, we will pay the Additional Limits shown in the Schedule below:

INCREASE IN LIMITS SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Access to Premises		
Accounts Receivable		
Alternative Key Systems		
Arson, Theft and Vandalism Rewards		
B.I. Reservation Systems		
Business Income - Dependent Properties		
Business Personal Property at Unspecified Location		
Claim Expenses		
Computer Coverage		
Customer Reimbursement		

INCREASE IN LIMITS SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Debris Removal		
Electronic Data:		
Elevator Collision for Personal Property of Others		
Evacuation Expense		
Fine Arts		
Fine Arts in Transit		
Fire Department Service Charges		
Fire Protection Equipment Recharge		
Forgery or Alteration		
Guest's Property – Inside the Premises	Per Occurrence	
	Per Guest	
Guest's Property – In Safe Deposit Boxes	Per Occurrence	
	Per Guest	
Hotel Key Card		
Interior and Underground Water Damage - Limited Additional Coverage		
Lost Lease		
Lost or Stolen Key Coverage		
Money and Securities	Inside	
	Outside	
Money Orders & Counterfeit Paper Currency		
Newly Acquired or Constructed Property - Building		
Newly Acquired or Constructed Property – Your Business Personal Property		
Off Premises Services		
Ordinance or Law	Demolition	
	Increased Cost of Construction	
Ordinance or Law – Period of Restoration		
Outdoor Antennas & Satellites		
Outdoor Signs/Signs		
Outdoor Trees, Shrubs and Plants		
Personal Effects and Property of Others	Per Person	
	Aggregate	
Pollutant Cleanup		
Property In Transit		
Property Off Premises		
Realty Tax – Increased Assessment		
Sewer Back-up Limited Additional Coverage		
Spoilage Limited Additional Coverage		
Supplemental Refrigerated Food Coverage		

INCREASE IN LIMITS SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Tenant Move Back Expense		
Valuable Papers and Records - Cost of Research		
Volunteer Fire Department Service Charge		

EMPLOYEE DISHONESTY INCREASED LIMIT

2. In addition to the Limits provided by the Enhanced Property Coverage Endorsement attached to your policy, we will pay the Additional Limits shown in the Schedule below for Employee Dishonesty:

EMPLOYEE DISHONESTY SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Employee Dishonesty - Employee's 1-5		
Employee Dishonesty - Each Additional Employee 6-50		
Each Additional Employee 51 or Over		

CHANGE IN NUMBER OF DAYS OR PROPERTY DISTANCE EXTENSION - ENHANCED PROPERTY COVERAGE ENDORSEMENT

3. If an entry is made in the Additional Number column in the Schedule below, that number of days or that property distance is added to the number of days or property distances shown for that item in the Enhanced Property Coverage Endorsement.

ADDITIONAL NUMBER SCHEDULE		
COVERAGE	ADDITIONAL NUMBER	TOTAL NUMBER
Extended Business Income		
Preservation of Property		
Property Distance Extension		

OPTIONAL PERIOD(S) OF COVERAGE - ACTUAL LOSS SUSTAINED

4. If your policy contains Business Income on an ACTUAL LOSS SUSTAINED, in addition to the 12 month period of coverage provided, we will extend the period of coverage to the Optional Period (if marked) of Coverage as shown in the Schedule below:

ADDITIONAL PERIOD SCHEDULE - ALS	
PROPERTY COVERAGE(S)	PERIOD OF COVERAGE OPTIONS <i>(Coverage is provided only if one of the boxes below is marked: <input checked="" type="checkbox"/>.)</i>
ACTUAL LOSS SUSTAINED	Optional Periods of Coverage: <input type="checkbox"/> 18 months <input type="checkbox"/> 24 months <input type="checkbox"/> 30 months <input type="checkbox"/> 36 months

A. If an Optional 18-month Period of Coverage is indicated (by a in the appropriate box) in this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces section C. Limits of Insurance of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form, but only to the extent that coverage is provided by the Actual Loss Sustained Endorsement:

C. Limits of Insurance

The most we will pay for any one occurrence is the actual loss of Business Income and/or the actual Extra Expense that you sustain during the "period of restoration" and that occurs within 18 consecutive months after the date of direct physical loss or damage. This 18-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

- B. If an Optional **24**-month Period of Coverage is indicated (by a in the appropriate box) in this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces section **C. Limits of Insurance** of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form, but only to the extent that coverage is provided by the Actual Loss Sustained Endorsement:

C. Limits of Insurance

The most we will pay for any one occurrence is the actual loss of Business Income and/or the actual Extra Expense that you sustain during the "period of restoration" and that occurs within **24** consecutive months after the date of direct physical loss or damage. This **24**-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

- C. If an Optional **30**-month Period of Coverage is indicated (by a in the appropriate box) in this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces Section **C. Limits of Insurance** of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:

C. Limits of Insurance

The most we will pay for any one occurrence is the actual loss of Business Income, the actual Extra Expense, or both that you sustain during the "period of restoration" and that occurs within **30** consecutive months after the date of direct physical loss or damage. This **30**-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

- D. If an Optional **36**-month Period of Coverage is indicated (by a in the appropriate box) in this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces Section **C. Limits of Insurance** of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:

C. Limits of Insurance

The most we will pay for any one occurrence is the actual loss of Business Income, the actual Extra Expense, or both that you sustain during the "period of restoration" and that occurs within **36** consecutive months after the date of direct physical loss or damage. This **36**-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

C. ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS - OPTIONAL PERIOD(S) OF COVERAGE

As respects the Actual Loss Sustained Coverage if attached to your policy as it relates to **A.5.b. ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS**, the following is added as the last paragraph:

The most we will pay for any one occurrence is the actual loss of Business Income, Extra Expense, or both that you sustain during the "period of restoration" that occurs within **12** consecutive months after the date of direct physical loss or damage, unless a AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT modifies this period of coverage.

1. **OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – 18 Months:**

If an Optional **18**-month Period of Coverage is indicated (by a in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the 12-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Endorsement:

The most we will pay for any one occurrence is the actual loss of Business Income, Extra Expense or both that you sustain during the "period of restoration" that occurs within **18** consecutive months after the date of direct physical loss or damage.

2. OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – 24 Months:
If an Optional 24 month Period of Coverage is indicated (by a in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the 12-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:
The most we will pay for any one occurrence is the actual loss of Business Income and/or Extra Expense that you sustain during the “period of restoration” that occurs within 24 consecutive months after the date of direct physical loss or damage.
3. OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – 30-Months:
If an Optional 30-month Period of Coverage is indicated (by a in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the 12-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Endorsement:
The most we will pay for any one occurrence is the actual loss of Business Income, Extra Expense, or both that you sustain during the “period of restoration” that occurs within 30 consecutive months after the date of direct physical loss or damage.
4. OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – 36-Months:
If an Optional 36-month Period of Coverage is indicated (by a in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the 12-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:
The most we will pay for any one occurrence is the actual loss of Business Income, Extra Expense, or both that you sustain during the “period of restoration” that occurs within 36 consecutive months after the date of direct physical loss or damage.

- D. Only as respects the coverage provided by the Actual Loss Sustained Endorsement if attached to your policy and modified by the Optional Period(s) of Coverage provision of this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT, the following are deleted from A.6.:

DELETIONS FROM COVERAGE EXTENSION:

The following wording is deleted from section A.6. Coverage Extension of the Business Income (And Extra Expense) Coverage Form and A.5. Coverage Extension of the Business Income (without Extra Expense) Coverage Form:

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

NEWLY ACQUIRED LOCATIONS

The following wording is deleted from section A.6. Coverage Extension of the Business Income (and Extra Expense) Coverage Form and A.5. Coverage Extension of the Business Income (without Extra Expense) Coverage Form:

"The Additional Condition, Coinsurance, does not apply to this Extension."

ADDITIONAL CONDITION AND OPTIONAL COVERAGES

D. Additional Condition and E. Optional Coverages of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form are deleted in their entirety.

- E. Only as respects the Actual Loss Sustained Endorsement, the following is added:

DEFINITION

“Period of Restoration” means the period of time that:

1. Begins
 - (a) 72 hours after the time of direct physical loss or damage for Business Income coverage; or
 - (b) Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
2. Ends on the earlier of:

- (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (b) The date when business is resumed at a new permanent location, or
- (c) 12 months after the date of direct physical loss or damage, unless this time period is modified by an AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT attached to your policy which provides a different period of coverage. If an AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT is attached to your policy, then the reference to 12 months is modified to the option (either 18, 24, 30 or 36 months option) indicated in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT.

“Period of restoration” 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; 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,” 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 “fungus,” wet or dry rot, or bacteria. This exclusion of “fungus,” wet or dry rot, or bacteria does not apply when “fungus”, wet rot, dry rot or bacteria results from a Covered Cause of Loss. Exclusion B.2.d.(2) of the Causes of Loss Special Form continues to apply.

The additional limits provided by this endorsement are subject to all the applicable provisions of the Enhanced Property Coverage Endorsement.

OPTIONAL DEDUCTIBLES - ENHANCED PROPERTY COVERAGE ENDORSEMENT(S)

1. SEWER BACK-UP OPTIONAL DEDUCTIBLES

The Deductible(s) applicable to Sewer and Drain Back-up and Overflow and Sump Overflow in the Enhanced Property Coverage Endorsement attached to your policy is changed to the deductible(s) shown in the table below if the Box in the chart below is indicated with an

COVERAGE WITH A NEW DEDUCTIBLE IS PROVIDED ONLY IF A BOX BELOW IS MARKED WITH <input checked="" type="checkbox"/>	COVERAGE	DEDUCTIBLE OPTION
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$2,500
<input checked="" type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$10,000
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$25,000
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$50,000
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$75,000
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$100,000
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$250,000

If no entry appears in the table for a specific coverage, then the deductible in Enhanced Property Coverage Endorsement attached to your policy continues to apply to that coverage.

2. INTERIOR AND UNDERGROUND WATER DAMAGE OPTIONAL DEDUCTIBLES

The Deductible(s) applicable to Interior and Underground Water Damage in the Enhanced Property Coverage Endorsement attached to your policy is changed to the deductible(s) shown in the table below if the Box in the chart below is indicated with an

COVERAGE WITH A NEW DEDUCTIBLE IS PROVIDED ONLY IF A BOX BELOW IS MARKED WITH <input checked="" type="checkbox"/>	COVERAGE	DEDUCTIBLE OPTION
<input type="checkbox"/>	Interior and Underground Water Damage	\$5,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$8,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$25,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$50,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$75,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$100,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$250,000

If no entry appears in the table for a specific coverage, then the deductible in Enhanced Property Coverage Endorsement attached to your policy continues to apply to that coverage.

3. PERCENTAGE DEDUCTIBLE OPTIONS APPLICABLE TO SPECIFIC COVERAGES

If a percentage is indicated in the table below, the indicated percentage Deductible applies against any amount we pay for loss for any single occurrence payable under the applicable Coverage Extension. Then we will pay in excess of this deductible up to the Limit of Insurance provided by the applicable Coverage Extension.

Options are available for each whole percentage, up to **10%**.

The percentage deductible is a deductible that is determined by multiplying the percentage indicated in the table below against the Limit of Insurance for the property type insured under the Coverage Extension. (For example, the Limit of Insurance provided for Employee Dishonesty is **\$50,000** (but this Limit can be increased on request). If the percentage indicated in the table below is **1%**, then the percentage deductible is calculated as follows: $.01 \times \$50,000 = \500 . The Deductible applied against any loss will be **\$500**.)

COVERAGE	PERCENTAGE DEDUCTIBLE OPTION
ACCOUNTS RECEIVABLE	Not available. Follows Property Deductible.
COMPUTER COVERAGE	
FINE ARTS	
VALUABLE PAPERS	Not available. Follows Property Deductible.
FORGERY AND ALTERATION	
MONEY AND SECURITIES	

4. FIXED DOLLAR DEDUCTIBLE OPTIONS AVAILABLE

If a dollar amount is indicated in the table below, the indicated flat Deductible amount applies against any amount we pay for loss for any single occurrence payable under the applicable Coverage Extension. Then we will pay in excess of this deductible up to the Limit of Insurance provided by the applicable Coverage Extension.

Fixed Dollar Deductible Options are available in set increments from **\$250** to **\$5,000**.

COVERAGE	FIXED DOLLAR DEDUCTIBLE OPTION
ACCOUNTS RECEIVABLE	
COMPUTER COVERAGE	
FINE ARTS	
VALUABLE PAPERS	
FORGERY AND ALTERATION	
MONEY AND SECURITIES	

5. EMPLOYEE DISHONESTY DEDUCTIBLE OPTIONS AVAILABLE

If a dollar amount is indicated in one of the check boxes below, that Deductible amount applies against any amount we pay for loss for any single occurrence payable under the Employee Dishonesty Coverage. Then we will pay in excess of this deductible up to the Limit of Insurance provided by The Employee Dishonesty Coverage.

\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$100,000
<input type="checkbox"/>							

6. GUESTS PROPERTY DEDUCTIBLE OPTIONS AVAILABLE

If a dollar amount is indicated in one of the check boxes below, that Deductible amount applies against any amount we pay for loss for any single occurrence payable under the Guests Property Coverage. Then we will pay in excess of this deductible up to the Limit of Insurance provided by The Guests Property Coverage.

Inside the Premises (Including Robbery of a Custodian)

\$0	\$250	\$500	\$1,000	\$2,000	\$5,000	\$10,000
<input type="checkbox"/>						

Inside Safe Deposit Boxes

\$0	\$250	\$500	\$1,000	\$2,000	\$5,000	\$10,000
<input type="checkbox"/>						

The limits provided by this endorsement are subject to all the applicable provisions of the Enhanced Property Coverage Endorsement attached to your policy.

All other terms and conditions remain unchanged.

**COMMERCIAL PROPERTY DECLARATIONS
COMMERCIAL PROPERTY COVERAGE PART (CONTINUED)**
THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07-14-24	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER
FORMS APPLICABLE: See Schedule of Forms and Endorsements		
MORTGAGE HOLDERS: See Schedule of Mortgage Holder(s)		
LOSS PAYEES: See Schedule of Loss Payee(s)		
Please refer to the Common Dec for applicable taxes and surcharges (if any).		
TOTAL		ANNUAL PREMIUM - THIS COVERAGE PART: \$ 113,349.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

As respects the coverage provided by this **Equipment Breakdown Enhancement Endorsement**, the coverage provided in the following Coverage Forms is modified.

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – BASIC FORM
CAUSES OF LOSS – BROAD FORM
CAUSES OF LOSS - SPECIAL FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
COMMERCIAL PROPERTY CONDITIONS FORM
WATER EXCLUSION FORM**

AMENDMENTS TO THE COMMERCIAL PROPERTY CONDITIONS FORM

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **C. INSURANCE UNDER TWO OR MORE COVERAGES**:

If the Equipment Breakdown Enhancement Endorsement and one of the following:

- Movie Theater Specialty Coverage Endorsement;
- Habitational Specialty Coverage Endorsement;
- Manufactures' Specialty Endorsement;
- Package Enhanced Coverage Endorsement

applies to the same loss or damage, the limits provided by the Endorsements will not be added together. The most we will pay is the higher of the two limits. In all other cases, if two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

AMENDMENTS TO THE BUILDING AND PERSONAL PROPERTY AND CONDOMINIUM ASSOCIATION COVERAGE FORMS

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **2. Property Not Covered** under **A. Coverage**:

- r. Insulating or refractory material;
- s. Structure, foundation, cabinet or compartment containing the object;
- t. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
- u. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; felt, wire, screen, die, extrusion, plate, swing hammer, grinding disc, cutting blade, cable, chain, belt, rope, clutch plate, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **d. Pollutant Clean Up and Removal** under **A.4. Additional Coverage**:

d. Pollutant Clean Up and Removal

We will pay for the Pollutant Clean Up and Removal for loss resulting from an "Equipment Breakdown". The most we will pay for the Pollutant Clean Up and Removal is **\$250,000**. Any amount we pay under this Pollutant Clean Up and Removal Additional Coverage is subject to, is a part of, and is not in

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addition to the applicable Limit of Insurance for Covered Property.

Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of “pollutants”. But we will pay for testing which is performed in the course of extracting the “pollutants” from the land or water at your covered location(s).

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following are added to **A.4. Additional Coverage**:

g. Expediting Expenses

We will pay for the expediting expense loss resulting from an “Equipment Breakdown” with respect to your damaged Covered Property. We will pay the reasonable extra cost to:

- (1) Make temporary repairs;
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement

“Reasonable extra cost” shall mean the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation. This will be a part of and not an addition to the limit per loss.

“Expediting Expenses” shall mean – only to the extent it reduces the amount of loss that otherwise would have been payable under this “Equipment Breakdown” coverage.

Any amount we pay under this Expediting Expenses Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

h. Refrigerant Contamination

We will pay for direct physical loss or damage to Covered Property due to contamination by refrigerant (including ammonia) used in refrigerating, cooling or humidity controlled equipment at the described premises as a result of an “Equipment Breakdown”.

The most we will pay for the sum of all direct loss or damage and business income and extra expense under this coverage is **\$250,000**. Any amount we pay under this Refrigerant Contamination Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

i. Spoilage

We will pay for loss of “perishable goods” due to spoilage resulting from lack or excess of power, light, heat, steam or refrigeration caused by an “Equipment Breakdown” to types of property covered by this policy, that are:

- (1) Located on or within 1,000 feet of your described premises; and
- (2) Owned or used by you, owned by the building owner at your described premises, or owned by a public utility.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

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Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

The most we will pay for loss or damage under this coverage is **\$250,000**. Any amount we pay under this Spoilage Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

j. Temperature Fluctuation

We will pay for loss of “perishable goods” only caused by or resulting from any condition or event to Covered Property that can be resolved by calibrating, resetting, tightening, adjusting or cleaning. However, we will not pay for loss of “perishable goods” as a result of resetting the power supply to the Covered Property containing the “perishable goods”.

The most we will pay for the sum of all direct loss or damage and business income and extra expense under this coverage is **\$5,000**. Any amount we pay under this Temperature Fluctuation Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$5,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

k.CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances resulting from an “Equipment Breakdown”. Additional costs mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. We also pay for additional loss as described under the Spoilage or Loss of Income Coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

We pay no more than the least of the following but not to exceed policy limit:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

Any amount we pay under this CFC Refrigerants Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

l. Computer Equipment

We will pay for loss or damage to your “computer equipment” caused by an “Equipment Breakdown”.

“Computer equipment” means Covered Property that is electronic computer or other data processing equipment, including peripherals used in conjunction with such equipment, and electronic media and records.

Any amount we pay under this “Computer Equipment” Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional

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Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

m. Off Premises Services Interruption

a. For coverage provided by this endorsement, with respect to your damaged Covered Property, we will pay for loss or damage caused by the Interruption of Services to the premises described in the Declarations. The interruption must result from direct physical loss or damage by an "Equipment Breakdown" to property not on the described premises that provided the following services:

- (1) "Water Supply Services", meaning the following types of property supplying water to the premises described in the Declarations:
 - (a) Pumping stations
 - (b) Water mains.
- (2) "Communications Supply Service", means property supplying communication services including telephone, radio, microwave or television services to the premises described in the Declarations such as:
 - (a) Communication transmission lines
 - (b) Coaxial cables; or
 - (c) Microwave radio relays except satellitesIt does not include overhead transmissions lines.
- (3) "Power Supply Service" means the following types of property supplying electricity, steam or gas to the premises described in the Declarations:
 - (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers;
 - (e) Distribution lines;
 - (f) Underground transmission lines."Power Supply Service" does not include overhead transmission lines.

b. However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

c. Deductibles:

- (1) For Business Income and Extra Expense, we will only pay for the loss you sustain after the first **12** hours following the direct physical loss or damage to the off premises property to which this Additional Coverage applies.
- (2) For Direct damage losses, a **\$1,000** per occurrence deductible applies.

The most we will pay for the sum of all loss, damage, business income and extra expense under this Additional Coverage is **\$250,000**. Any amount we pay under this Off-Premises Services Interruption Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property. The Coinsurance Condition does not apply to this Additional Coverage.

Exclusion **B.1.e.** of the Causes of Loss Coverage Form attached to your policy does not apply to this Additional Coverage.

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n. Data Restoration

We will pay for your reasonable and necessary cost to research, replace and restore “data”, including programs and operating systems that are lost as a result of an “Equipment Breakdown”. The most we will pay for loss or damage under this coverage is **\$250,000**. This Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

Only for the purposes of the coverage provided under this Data Restoration Additional Coverage, direct physical loss or damage to "data" resulting from an “Equipment Breakdown” includes erasure, derangement (scrambling), or failure of such programs and operating systems to function in the fashion for which it was designed.

Only for the purposes of the coverage provided by this Data Restoration Additional Coverage, “data” means any information that is electronically magnetically or optically stored, recorded or installed for use in your information systems or data processing operations.

o. Unauthorized Instruction

We will pay for loss or damage to your “computer equipment” caused by an “unauthorized instruction” which results in an “equipment breakdown”.

Any amount we pay under this Unauthorized Instruction Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

“Unauthorized instruction” means a virus, harmful code or similar instruction introduced into or enacted on a computer system or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

p. Service Interruption

Any insurance provided for Business Income, Extra Expense or Data Restoration is extended to apply to your loss, damage or expense caused by an “equipment breakdown” to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks, data transmission or “cloud computing”. The equipment must meet the definition of “equipment breakdown” except that it is not Covered Property.

q. Risk Improvement

If Covered Property suffers direct physical loss or damage due to an “equipment breakdown”, we will pay for the insured to improve the “power quality” of the electrical system or equipment at the loss location where the “equipment breakdown” occurred. “Power quality” means the conditions that allow electrical systems or equipment to operate as intended by limiting voltage fluctuations and other power influences that would adversely affect the operational performance and/or reduce the reliability, or the life-span of the electrical system.

We will pay the reasonable extra cost to improve “power quality” for the following electrical systems and/or equipment improvements:

- a. Installation of surge protection devices (SPD’s) which are installed at the loss location’s line disconnect, load disconnect, or on specific pieces of equipment and that are certified by Underwriter Laboratories (UL) or has an equivalent certification.

However SPD’s do not include any SPD’s which are cord-connected surge strips, direct plug-in SPD’s or receptacle SPD’s;

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- b. An upgrade and/or replacement of; electrical panels, switchgear and/or circuit breakers; or
- c. Electrical wire and wiring improvements which include installation of; flexible conduit, junction boxes and/or ground wiring.

We will not pay more than **10%**, to a maximum limit of **\$10,000**, of the loss amount paid. An invoice for implementation of this Additional Coverage must be sent to us within **180** days after the payment of the loss is received. Any amount we pay under this Risk Improvement Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than **10%**, to a maximum limit of **\$10,000**, of the loss amount paid as part of and not in addition to the applicable Limit of Insurance for Covered Property.

r. Off-Premises Coverage

We will pay for loss or damage to Covered Property resulting from a covered "Equipment Breakdown" while temporarily at a premises or location that is not a described premises.

The most we will pay for loss or damage under this coverage is **\$25,000**. This will be a part of and not an addition to the limit per loss. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$25,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following are added to **F. Additional Conditions**:

3. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

4. Jurisdictional Inspections

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

5. Environmental, Safety and Energy Efficiency Improvements

If Covered Property requires repair or replacement due to an "Equipment Breakdown", we will pay your additional cost to replace with equipment that is better for the environment, safer, or more energy efficient than the equipment being replaced.

However, we will not pay more than **150%** of what the cost would have been to repair or replace with like kind and quality. This Condition does not apply to any property to which Actual Cash Value applies.

6. Green Environmental and Efficiency Improvements If Covered Property requires repair or replacement due to an "Equipment Breakdown", we will pay;

- a. The lesser of the reasonable and necessary additional cost incurred by the Insured to repair or replace physically damaged Covered Property with equipment of like kind and quality which qualifies as "Green". "Like kind and quality" includes similar size and capacity.
- b. The additional reasonable and necessary fees incurred by the Insured for an accredited professional certified by a "Green Authority" to participate in the repair or replacement of physically damaged Covered Property as "Green".
- c. The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced Covered Property as "Green".
- d. The additional reasonable and necessary cost incurred by the Insured for "Green" in the removal, disposal or recycling of damaged Covered Property.
- e. The business interruption (if covered within the Policy to which the Equipment Breakdown Enhancement Endorsement – Green Environmental and Efficiency Improvements is attached) loss during the additional time required for repair or replacement of Covered Property, consistent with "Green", in the coverage above.

We will not pay more than **150%**, to a maximum limit of **\$250,000**, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs and any business interruption loss incurred as stated above.

Green Environmental and Efficiency Improvements does not cover any of the following:

- a. Covered Property does not include stock, raw materials, finished goods, "production machinery", merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which the Insured is legally liable, or personal property of others.
- b. Any loss adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
- c. Any loss covered under any other section of this policy.
- d. Any cost incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the time of the "Equipment Breakdown".

These **Additional Conditions** will be part of, and not an addition to, the limits of liability per loss or any other sub-limits of the Policy.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **H. Definitions**:

4. "Equipment Breakdown".

"Equipment Breakdown" as used herein means:

a. Direct Physical loss or damage both originating within:

(1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:

- a. Waste disposal piping;
- b. Any piping forming part of a fire protective system;

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- c. Furnaces; and
- d. Any water piping other than:
 - (1) Boiler feed water piping between the feed pump and the boiler; piping carrying steam from one building to another;
 - (2) Boiler condensate return piping; or
 - (3) Water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

(2) All mechanical, electrical, electronic, fiber optic equipment or “electronic equipment”; and

b. Caused by, resulting from, or consisting of:

- (1) Mechanical breakdown;
- (2) Electrical or electronic breakdown and “electronic equipment deficiency”; or
- (3) Rupture, bursting, bulging, implosion, or steam explosion.
- (4) If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses of such drying out.

However, “Equipment Breakdown” will not mean:

Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

- (1) Wear and Tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other 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) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Marring or scratching.
- (8) Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

- 5. “Perishable goods” as used herein means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.
- 6. “Green” as used herein means products, materials, methods and processes certified by a “Green Authority” that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
- 7. “Green Authority” as used herein means an authority on “Green” buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), “Green” Building Initiative Green Globes®, Energy Star Rating System or any other recognized “Green” rating system.

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8. "Production machinery" as used herein means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste material or finished products.
9. "Electronic equipment" means devices which operate using many small electrical parts such as, but not limited to, microchips, transistors or circuits.
10. "Electronic equipment deficiency" means the quality or condition inside of "electronic equipment" which renders this equipment unexpectedly inoperable and which is operable again once a piece of "electronic equipment" has been replaced.

However, "electronic equipment deficiency" will not include replacement of "electronic equipment" for any condition that could have been resolved without replacement of the "electronic equipment" including but not limited to "computer equipment" maintenance or the reinstallation or incompatibility of software.

11. "Cloud computing" means on-demand network access to a shared pool of computing resources via networks, servers, storage, applications and services provided by an organization with whom you have a contract with using the following service models: Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) on the following deployment models: public cloud, community cloud, hybrid cloud and private cloud.

AMENDMENTS TO THE CAUSES OF LOSS – BASIC FORM

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **A. Covered Causes of Loss**:

12. "Equipment Breakdown"

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **g. Water** under **B. Exclusions**:

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain or 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.
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. But if any of the above, in paragraphs (1) through (5) above results in fire, explosion, sprinkler leakage or "Equipment Breakdown", we will pay for the loss or damage caused by that fire, explosion, sprinkler leakage or "Equipment Breakdown."

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following **Exclusions** are deleted:

- B.2.a., B.2.d., B.2.e.**

AMENDMENTS TO THE CAUSES OF LOSS – BROAD FORM

The following is added to **A. Covered Causes of Loss**:

15. "Equipment Breakdown"

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **g. Water** under **B. Exclusions**:

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain or 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.
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. But if any of the above, in paragraphs (1) through (5) above results in fire, explosion, sprinkler leakage or "Equipment Breakdown", we will pay for the loss or damage caused by that fire, explosion, sprinkler leakage or "Equipment Breakdown."

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following **Exclusions** are deleted:

B. 2. a., B. 2. b., B. 2. c.

AMENDMENTS TO THE CAUSES OF LOSS - SPECIAL FORM

The following is included under **A. Covered Causes of Loss**:

"Equipment Breakdown" is included.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **g. Water** under **B. Exclusions**:

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain or 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.
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

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This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. But if any of the above, in paragraphs (1) through (5) above results in fire, explosion, sprinkler leakage or "Equipment Breakdown", we will pay for the loss or damage caused by that fire, explosion, sprinkler leakage or "Equipment Breakdown."

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following **Exclusions** are deleted:

B.2.a., B.2.d.(6), B.2.e.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, **C. Limitations** is amended as follows:

All **Limitations** apply to the coverage provided by the Equipment Breakdown Enhancement Endorsement except **C.1.a.** and **C.1.b.**

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following amends **G. Definitions**:

The following is added to the "Specified Causes of Loss" definition:

2. "Specified Causes of Loss" includes "Equipment Breakdown".

All other terms and conditions remain unchanged.

CYBER SUITE – COMPUTER SYSTEM

Amendatory Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies the insurance provided under the following:

Cyber Suite Coverage Form

F. DEFINITIONS, 9. “Computer System” is deleted and replaced by:

“Computer System” means a computer or other electronic hardware that:

- a. Is owned or leased by you and operated under your control;
- b. Is operated by a third party property manager pursuant to a written contract with you for property management services. However, such computer or other electronic hardware operated by such property manager shall only be considered to be a “computer system” with respect to the specific services provided by such property manager to you under such contract; or
- c. If you do not contract with a property manager, is operated by an individual person who is a member of your board of directors (or equivalent) and performs property management functions for you. However, such computer or other electronic hardware operated by such board member shall only be considered to be a “computer system” with respect to the specific services provided by such board member to you.

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

CYBER SUITE SUPPLEMENTAL DECLARATIONS

Named Insured: EDISON GLEN CONDOMINIUM ASSOC

Effective Date: 07/14/2024
Policy Number: 1129D34590

DATA COMPROMISE RESPONSE EXPENSES

Annual Aggregate Limit:	\$100,000
Deductible Per Occurrence:	\$1,000
Sublimits Per Occurrence	
Forensic IT Review:	\$50,000
Legal Review:	\$50,000
Public Relations:	\$ 5,000
Regulatory Fines and Penalties:	\$50,000
PCI Fines and Penalties:	\$50,000

COMPUTER ATTACK

Annual Aggregate Limit:	\$100,000
Deductible Per Occurrence:	\$1,000
Sublimits Per Occurrence	
Loss of Business:	\$50,000
Public Relations:	\$ 5,000

CYBER EXTORTION

Annual Aggregate Limit:	\$10,000
Deductible Per Occurrence:	\$1,000

MISDIRECTED PAYMENT FRAUD

Annual Aggregate Limit:	\$10,000
Deductible Per Occurrence:	\$1,000

COMPUTER FRAUD

Annual Aggregate Limit: \$10,000
Deductible Per Occurrence: \$1,000

DATA COMPROMISE LIABILITY

Defense and Liability Annual Aggregate Limit: \$100,000
Deductible Per Occurrence: \$1,000

NETWORK SECURITY LIABILITY

Defense and Liability Annual Aggregate Limit: \$100,000
Deductible Per Occurrence: \$1,000

Cyber Suite Coverage Form

Throughout this Coverage Form (hereinafter referred to as “Cyber Coverage”), the words “you” and “your” refer to the Named Insured(s) shown in the Cyber Suite Supplemental Declarations of this Cyber Coverage and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Coverage. The words “we”, “us” and “our” refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to **DEFINITIONS**.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

A. COVERAGE

This section lists the coverages that apply if indicated in the Cyber Suite Supplemental Declarations.

1. Data Compromise Response Expenses

a. Data Compromise Response Expenses applies only if all of the following conditions are met:

- (1) There has been a “personal data compromise”; and
- (2) Such “personal data compromise” took place in the “coverage territory”; and
- (3) Such “personal data compromise” is first discovered by you during the “policy period”; and
- (4) Such “personal data compromise” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in a. above have been met, then we will provide coverage for the following expenses when they arise directly from such “personal data compromise” and are necessary and reasonable. Items (4) and (5) below apply only if there has been a notification of the “personal data compromise” to “affected individuals” as covered under item (3) below.

(1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the “personal data compromise” and the number and identities of the “affected individuals”.

This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security;
- (b) Compliance with Payment Card Industry or other industry security standards; or
- (c) The nature or extent of “loss” or damage to data that is not “personally identifying information” or “personally sensitive information”.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

(2) Legal Review

We will pay for a professional legal counsel review of the “personal data compromise” and how you should best respond to it.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

(3) Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the “personal data compromise” to “affected individuals”.

(4) Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to “affected

individuals". Services **(c)** and **(d)** below apply only to "affected individuals" from "personal data compromise" events involving "personally identifying information".

(a) Informational Materials

A packet of loss prevention and customer support information.

(b) Help Line

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in **(c)** and **(d)** below.

(c) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

(d) Identity Restoration Case Management

As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

(5) Public Relations

We will pay for a professional public relations firm review of, and response to, the potential impact of the "personal data compromise" on your business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with "affected individuals". However, we will not pay for:

- (a)** Promotions provided to any of your directors or employees; or
- (b)** Promotion costs exceeding \$25 per "affected individual".

(6) Regulatory Fines and Penalties

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction.

(7) PCI Fines and Penalties

We will pay for any Payment Card Industry fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

2. Computer Attack

a. Computer Attack applies only if all of the following conditions are met:

- (1)** There has been a "computer attack"; and
- (2)** Such "computer attack" occurred in the "coverage territory"; and
- (3)** Such "computer attack" is first discovered by you during the "policy period"; and
- (4)** Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in **a.** above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack".

(1) Data Restoration

We will pay your necessary and reasonable "data restoration costs".

(2) Data Re-creation

We will pay your necessary and reasonable "data re-creation costs".

(3) System Restoration

We will pay your necessary and reasonable "system restoration costs".

(4) Loss of Business

We will pay your actual "business income and extra expense loss" incurred during the "period of

restoration”.

(5) Public Relations

If you suffer a covered “business income and extra expense loss”, we will pay for the services of a professional public relations firm to assist you in communicating your response to the “computer attack” to the media, the public and your customers, clients or members.

3. Cyber Extortion

a. Cyber Extortion applies only if all of the following conditions are met:

- (1) There has been a “cyber extortion threat”; and
- (2) Such “cyber extortion threat” is first made against you during the “policy period”; and
- (3) Such “cyber extortion threat” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

b. If the conditions listed in a. above have been met, then we will pay for your necessary and reasonable “cyber extortion expenses” arising directly from such “cyber extortion threat”. The payment of “cyber extortion expenses” must be approved in advance by us. We will not pay for “cyber extortion expenses” that have not been approved in advance by us. We will not unreasonably withhold our approval.

c. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

4. Misdirected Payment Fraud

a. Misdirected Payment Fraud applies only if all of the following conditions are met:

- (1) There has been a “wrongful transfer event” against you;
- (2) Such “wrongful transfer event” took place in the “coverage territory”;
- (3) Such “wrongful transfer event” is first discovered by you during the “policy period”;
- (4) Such “wrongful transfer event” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and
- (5) Such “wrongful transfer event” is reported in writing by you to the police.

b. If the conditions listed above in a. have been met, then we will pay your necessary and reasonable “wrongful transfer costs” arising directly from the “wrongful transfer event”.

5. Computer Fraud

a. Computer Fraud applies only if all of the following conditions are met:

- (1) There has been a “computer fraud event” against you; and
- (2) Such “computer fraud event” took place in the “coverage territory”; and
- (3) Such “computer fraud event” is first discovered by you during the “policy period”; and
- (4) Such “computer fraud event” is reported to us within 60 days after the date it is first discovered by you; and
- (5) Such “computer fraud event” is reported in writing by you to the police.

b. If the conditions listed in a. above have been met, then we will pay your necessary and reasonable “computer fraud costs” arising directly from the “computer fraud event”.

6. Data Compromise Liability

a. Data Compromise Liability applies only if all of the following conditions are met:

- (1) During the “policy period” or any applicable Extended Reporting Period, you first receive notice of one of the following:
 - (a) A “claim”; or
 - (b) A “regulatory proceeding”.
- (2) Such “claim” or “regulatory proceeding” must arise from a “personal data compromise” that:
 - (a) Took place during the “coverage term”;
 - (b) Took place in the “coverage territory”; and
 - (c) Was submitted to us and insured under Data Compromise Response Expenses.
- (3) Such “claim” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

- b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered:
 - (1) "Loss" directly arising from the "claim"; or
 - (2) "Defense costs" directly arising from a "regulatory proceeding".
- c. All "claims" and "regulatory proceedings" arising from a single "personal data compromise" or interrelated "personal data compromises" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you.

7. Network Security Liability

- a. Network Security Liability applies only if all of the following conditions are met:
 - (1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "network security incident" that:
 - (a) Took place during the "coverage term"; and
 - (b) Took place in the "coverage territory"; and
 - (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".
- c. All "claims" arising from a single "network security incident" or interrelated "network security incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

B. EXCLUSIONS

The following additional exclusions apply to this coverage:

We will not pay for costs or "loss" arising from the following:

1. Nuclear reaction or radiation or radioactive contamination, however caused.
2. War and military action including any of the following and any consequence of any of the following:
 - a. War, including undeclared or civil war;
 - b. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.
3. Failure or interruption of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.
4. Any attack on, incident involving, or loss to any computer or system of computers that is not a "computer system".
5. Costs to research or correct any deficiency.
6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.
7. Any criminal investigations or proceedings.
8. Your intentional or willful complicity in a covered "loss" event.
9. Your reckless disregard for the security of your "computer system" or data, including confidential or sensitive information of others in your care, custody or control.
10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
11. Any "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "wrongful act" occurring before the "coverage term".
12. That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".
13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to

third parties.

14. "Property damage" or "bodily injury".

C. LIMITS OF INSURANCE

1. Aggregate Limits

Except for post-judgment interest, the Annual Aggregate Limit for each coverage section shown in the Cyber Suite Supplemental Declarations is the most we will pay for all "loss" under that coverage section in any one "policy period" or any applicable Extended Reporting Period. The Annual aggregate limit shown in the Cyber Suite Supplemental Declarations applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

2. Coverage Sublimits

a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Forensic IT Review, Legal Review, Public Relations, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Cyber Suite Supplemental Declarations.

These sublimits are part of, and not in addition to, the Data Compromise Response Expenses Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations. Public Relations coverage is also subject to a limit per "affected individual" as described in **A.1.b.(5)**.

b. Computer Attack Sublimits

The most we will pay under Computer Attack for Loss of Business coverages for "loss" arising from any one "computer attack" is the applicable Loss of Business sublimit shown in the Cyber Suite Supplemental Declarations. The most we will pay under Computer Attack for Public Relations coverage for "loss" arising from any one "computer attack" is the applicable Public Relations sublimit shown in the Cyber Suite Supplemental Declarations. These sublimits are part of, and not in addition to, the Computer Attack Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

3. Application of Limits

- a. A "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event" or "computer fraud event" may be first discovered by you in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event" or "computer fraud event" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event" or "computer fraud event" was first discovered by you.
- b. You may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by you.
- c. The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".
- d. Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

D. DEDUCTIBLES

1. We will not pay for "loss" until the amount of the insured "loss" exceeds the deductible amount shown in the Cyber Suite Supplemental Declarations. We will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the Cyber Suite Supplemental Declarations. You will be responsible for the applicable deductible amount.
2. The deductible will apply to all:
 - a. "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, or Computer Fraud.

- b. "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Data Compromise Liability or Network Security Liability.
- 3. In the event that "loss" is insured under more than one coverage section, only the single highest deductible applies.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Bankruptcy

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Cyber Coverage.

2. Defense And Settlement

- a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably require.
- b. You shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any defense costs without our prior written consent.
- c. At the time a "claim" or "regulatory proceeding" is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.
- d. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "claim" or "regulatory proceeding" independently of us. Our liability shall not exceed the amount for which the "claim" or suit could have been settled if such recommendation was consented to, plus "defense costs" incurred by us, and "defense costs" incurred by you with our written consent, prior to the date of such refusal.
- e. We will not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.
- f. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:
 - (1) After entry of judgment; and
 - (2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.

3. Due Diligence

You agree to use due diligence to prevent and mitigate "loss" insured under this Cyber Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- a. Providing and maintaining appropriate physical security for your premises, "computer systems" and hard copy files;
- b. Providing and maintaining appropriate computer and Internet security;
- c. Maintaining and updating at appropriate intervals backups of computer data;
- d. Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

4. Duties in the Event of a Claim, Regulatory Proceeding or Loss

- a. If, during the "policy period", incidents or events occur which you reasonably believe may give rise to a "claim" or "regulatory proceeding" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either:
 - (1) Anytime during the "policy period"; or
 - (2) Anytime during the extended reporting periods (if applicable).

- b. If a “claim” or “regulatory proceeding” is brought against you, you must:
 - (1) Immediately record the specifics of the “claim” or “regulatory proceeding” and the date received;
 - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the “claim” or “regulatory proceeding” is first received by you;
 - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “regulatory proceeding”;
 - (4) Authorize us to obtain records and other information;
 - (5) Cooperate with us in the investigation, settlement or defense of the “claim” or “regulatory proceeding”;
 - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of “loss” or “defense costs” to which this insurance may also apply; and
 - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such “claim” or “regulatory proceeding”.
- c. In the event of a “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event” or “computer fraud event” insured under this Cyber Coverage, you must see that the following are done:
 - (1) Notify the police if a law may have been broken.
 - (2) Notify us as soon as practicable, but in no event more than 60 days after the “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event” or “computer fraud event”. Include a description of any property involved.
 - (3) As soon as possible, give us a description of how, when and where the “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event” or “computer fraud event” occurred.
 - (4) As often as may be reasonably required, permit us to:
 - (a) Inspect the property proving the “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event” or “computer fraud event”;
 - (b) Examine your books, records, electronic media and records and hardware;
 - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
 - (d) Make copies from your books, records, electronic media and records and hardware.
 - (5) Send us signed, sworn proof of “loss” containing the information we request to investigate the “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event” or “computer fraud event”. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (6) Cooperate with us in the investigation or settlement of the “personal data compromise”, “computer attack”, “cyber extortion threat”, “wrongful transfer event” or “computer fraud event”.
 - (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
 - (8) Make no statement that will assume any obligation or admit any liability, for any “loss” for which we may be liable, without our prior written consent.
 - (9) Promptly send us any legal papers or notices received concerning the “loss”.
- d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the “claim”, “regulatory proceeding” or “loss”, including your books and records. In the event of an examination, your answers must be signed.
- e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

5. Extended Reporting Periods

- a. You will have the right to the Extended Reporting Periods described in this section, in the event of a “termination of coverage”.
- b. If a “termination of coverage” has occurred, you will have the right to the following:
 - (1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately

following the effective date of the “termination of coverage” during which you may first receive notice of a “claim” or “regulatory proceeding” arising directly from a “wrongful act” occurring before the end of the “policy period” and which is otherwise insured by this Cyber Coverage; and

- (2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the “termination of coverage” during which you may first receive notice of a “claim” or “regulatory proceeding” arising directly from a “wrongful act” occurring before the end of the “policy period” and which is otherwise insured by this Cyber Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of “termination of coverage”. The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

6. Legal Action Against Us

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

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date the “loss” is first discovered by you, or the date on which you first receive notice of a “claim” or “regulatory proceeding”.

7. Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this Cyber Coverage does not represent advice or counsel from us about what you should or should not do.

8. Other Insurance

If there is other insurance that applies to the same “loss”, this Cyber Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

9. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to “affected individuals”. We assume no responsibility under Data Compromise Response Expenses for any services promised to “affected individuals” without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

- a. The exact list of “affected individuals” to be notified, including contact information.
- b. Information about the “personal data compromise” that may appropriately be communicated with “affected individuals”.
- c. The scope of services that you desire for the “affected individuals”. For example, coverage may be structured to provide fewer services in order to make those services available to more “affected individuals” without exceeding the available Data Compromise Response Expenses limit of insurance.

10. Service Providers

- a. We will only pay under this Cyber Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Cyber Coverage. We will not unreasonably withhold such approval.
- b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
 - (1) Such alternate service provider must be approved by us;
 - (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and

- (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

11. Services

The following conditions apply as respects any services provided to you or any “affected individual” by us, our designees or any service firm paid for in whole or in part under this Cyber Coverage:

- a. The effectiveness of such services depends on the cooperation and assistance of you and “affected individuals”.
- b. All services may not be available or applicable to all individuals. For example, “affected individuals” who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
- d. You will have a direct relationship with the professional service firms paid for in whole or in part under this Cyber Coverage. Those firms work for you.

12. Valuation

We will determine the value of “money” as follows:

Our payment for loss of “money” or loss payable in “money” will be, at your option, in the “money” of the country in which the “wrongful transfer event” or “computer fraud event” took place or in the United States of America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal at the time of payment of such loss.

F. DEFINITIONS

1. **“Affected Individual”** means any person whose “personally identifying information” or “personally sensitive information” is lost, stolen, accidentally released or accidentally published by a “personal data compromise” covered under this Cyber Coverage. This definition is subject to the following provisions:
 - a. “Affected individual” does not include any business or organization. Only an individual person may be an “affected individual”.
 - b. An “affected individual” may reside anywhere in the world.
2. **“Authorized Third Party User”** means a party who is not an employee or a director of you who is authorized by contract or other agreement to access the “computer system” for the receipt or delivery of services.
3. **“Bodily Injury”** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **“Business Income and Extra Expense Loss”** means loss of Business Income and Extra Expense.
 - a. As used in this definition, Business Income means the sum of:
 - (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
 - (2) Continuing normal and necessary operating expenses incurred, including employee and director payroll.
 - b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no “computer attack” occurred.
5. **“Claim”**
 - a. “Claim” means:
 - (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
 - (2) A civil proceeding commenced by the filing of a complaint;
 - (3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
 - (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;arising from a “wrongful act” or a series of interrelated “wrongful acts” including any resulting appeal.

- b. "Claim" does not mean or include:
 - (1) Any demand or action brought by or on behalf of someone who is:
 - (a) Your director;
 - (b) Your owner or part-owner; or
 - (c) A holder of your securities;

in their capacity as such, whether directly, derivatively, or by class action. "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual"; or
 - (2) A "regulatory proceeding".
 - c. Includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when the "personal data compromise" giving rise to the proceeding was covered under Data Compromise Response Expenses section of this Cyber Coverage, and you submitted a "claim" to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Data Compromise Response Expenses in connection with such "personal data compromise".
- 6. "Computer Attack"**
- a. "Computer attack" means one of the following involving the "computer system":
 - (1) An "unauthorized access incident";
 - (2) A "malware attack"; or
 - (3) A "denial of service attack" against a "computer system".
 - b. A "computer attack" ends at the earlier of:
 - (1) The time that the active attacking behavior ceases, the time that you have regained control over the "computer system" or the time that all unauthorized creation, destruction or movement of data associated with the "computer attack" has ceased, whichever happens latest; or
 - (2) 30 days after your discovery of the "computer attack".
- 7. "Computer Fraud Costs" means:**
- a. The amount of "money" fraudulently obtained from you. "Computer fraud costs" include the direct financial loss only.
 - b. "Computer fraud costs" do not include any of the following:
 - (1) Other expenses that arise from the "computer fraud event";
 - (2) Indirect loss, such as "bodily injury", lost time, lost wages, "identity recovery expenses" or damaged reputation;
 - (3) Any interest, time value or potential investment gain on the amount of financial loss; or
 - (4) Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.
- 8. "Computer Fraud Event" means:**
- a. An "unauthorized access incident" that leads to the intentional, unauthorized and fraudulent entry of or change to data or instructions within a "computer system" owned or leased by you and operated under your control. Such fraudulent entry or change must be conducted by a person who is not an "employee", "executive" or "independent contractor". Such fraudulent entry or change must cause "money" to be sent or diverted. The fraudulent entry or change must result in direct financial loss to you.
 - b. "Computer fraud event" does not mean or include any occurrence:
 - (1) In which you are threatened or coerced to send money or divert a payment; or
 - (2) Arising from a dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.
- 9. "Computer System" means a computer or other electronic hardware that:**
- a. Is owned or leased by you and operated under your control; or
 - b. Is operated by a third party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to a written contract with you for such services. However, such computer or other electronic hardware operated by such third party shall only be considered to be a "computer system" with respect

to the specific services provided by such third party to you under such contract.

10. **“Coverage Term”** means the increment of time:
 - a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this Cyber Coverage and held immediately prior to this Cyber coverage; and
 - b. Ending upon the “termination of coverage”.
11. **“Coverage Territory”** means:
 - a. With respect to Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud and Computer Fraud “coverage territory” means anywhere in the world.
 - b. With respect to Data Compromise Liability and Network Security Liability “coverage territory” means anywhere in the world, however “claims” must be brought within the United States (including its territories and possessions) or Puerto Rico.
12. **“Cyber Extortion Expenses”** means:
 - a. The cost of a negotiator or investigator retained by you in connection with a “cyber extortion threat”; and
 - b. Any amount paid by you in response to a “cyber extortion threat” to the party that made the “cyber extortion threat” for the purposes of eliminating the “cyber extortion threat” when such expenses are necessary and reasonable and arise directly from a “cyber extortion threat”. The payment of “cyber extortion expenses” must be approved in advance by us. We will not pay for “cyber extortion expenses” that have not been approved in advance by us. We will not unreasonably withhold our approval.
13. **“Cyber Extortion Threat”** means:
 - a. “Cyber extortion threat” means a demand for money from you based on a credible threat, or series of related credible threats, to:
 - (1) Launch a “denial of service attack” against the “computer system” for the purpose of denying “authorized third party users” access to your services provided through the “computer system” via the Internet;
 - (2) Gain access to a “computer system” and use that access to steal, release or publish “personally identifying information”, “personally sensitive information” or “third party corporate data”;
 - (3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a “computer system”;
 - (4) Launch a “computer attack” against a “computer system” in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a “computer system”; or
 - (5) Cause you to transfer, pay or deliver any funds or property using a “computer system” without your authorization.
 - b. “Cyber extortion threat” does not mean or include any threat made in connection with a legitimate commercial dispute.
14. **“Data Re-creation Costs”**
 - a. “Data re-creation costs” means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
 - b. “Data re-creation costs” does not mean or include costs to research, re-create or replace:
 - (1) Software programs or operating systems that are not commercially available; or
 - (2) Data that is obsolete, unnecessary or useless to you.
15. **“Data Restoration Costs”**
 - a. “Data restoration costs” means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered “data restoration costs”, such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
 - b. “Data restoration costs” does not mean or include costs to research, re-create or replace:

- (1) Software programs or operating systems that are not commercially available; or
- (2) Data that is obsolete, unnecessary or useless to you.

16. “Defense Costs”

- a. “Defense costs” means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any “claim” or “regulatory proceeding” against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
- b. “Defense costs” does not mean or include the salaries or wages of your employees or directors, or your loss of earnings.

17. “Denial of Service Attack” means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

18. “Employee” means any natural person, other than an “executive”, who was, now is or will be:

- a. Employed on a full-time or part-time basis by you;
- b. Furnished temporarily to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions;
- c. 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, but does not mean a temporary employee as defined in paragraph b.; or
- d. Your volunteer worker, which includes unpaid interns.

19. “Executive” means any natural person who was, now is or will be:

- a. The owner of your sole proprietorship; or
- b. A duly elected or appointed:
 - (1) Director;
 - (2) Officer;
 - (3) Managing Partner;
 - (4) General Partner;
 - (5) Member (if a limited liability company);
 - (6) Manager (if a limited liability company); or
 - (7) Trustee;of your business.

20. “Identity Theft”

- a. “Identity theft” means the fraudulent use of “personally identifying information”. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
- b. “Identity theft” does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

21. “Independent Contractor” means a natural person that provides goods or services to you under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of you.

22. “Loss”

- a. With respect to Data Compromise Response Expenses, “loss” means those expenses enumerated in Data Compromise Response Expenses, paragraph b.
- b. With respect to Computer Attack, “loss” means those expenses enumerated in Computer Attack, paragraph b.
- c. With respect to Cyber Extortion, “loss” means “cyber extortion expenses”.
- d. With respect to Misdirected Payment Fraud, “loss” means “wrongful transfer costs”.
- e. With respect to Computer Fraud, “loss” means “computer fraud costs”.
- f. With respect to Data Compromise Liability and Network Security Liability, “loss” means “defense costs” and “settlement costs”.

23. **“Malware Attack”**
- a. “Malware attack” means an attack that damages a “computer system” or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.
 - b. “Malware attack” does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your “computer system” during the manufacturing process or normal maintenance.
24. **“Money”** means:
- a. “Money” means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, banknotes, bullion, travelers’ checks, registered checks and money orders held for sale to the public.
 - b. “Money” does not mean or include any cryptocurrency, whether or not authorized or adopted by a domestic or foreign government. Cryptocurrency includes, but is not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency.
25. **“Network Security Incident”** means a negligent security failure or weakness with respect to a “computer system” which allowed one or more of the following to happen:
- a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
 - b. The unintended abetting of a “denial of service attack” against one or more other systems; or
 - c. The unintended loss, release or disclosure of “third party corporate data”.
26. **“Period of Restoration”** means the period of time that begins 8 hours after the time that a “computer attack” is discovered by you and continues until the earliest of:
- a. The date that all data restoration, data re-creation and system restoration directly related to the “computer attack” has been completed;
 - b. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch; or
 - c. If no data restoration, data re-creation or system restoration is required, the end of the “computer attack”.
27. **“Personal Data Compromise”** means the loss, theft, accidental release or accidental publication of “personally identifying information” or “personally sensitive information” as respects one or more “affected individuals”. If the loss, theft, accidental release or accidental publication involves “personally identifying information”, such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:
- a. At the time of the loss, theft, accidental release or accidental publication, the “personally identifying information” or “personally sensitive information” need not be at the insured premises but must be in the direct care, custody or control of:
 - (1) You; or
 - (2) A professional entity with which you have a direct relationship and to which you (or an “affected individual” at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
 - b. “Personal data compromise” includes disposal or abandonment of “personally identifying information” or “personally sensitive information” without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.
 - c. “Personal data compromise” includes situations where there is a reasonable cause to suspect that such “personally identifying information” or “personally sensitive information” has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
 - d. All incidents of “personal data compromise” that are discovered at the same time or arise from the same cause will be considered one “personal data compromise”.
28. **“Personally Identifying Information”**
- a. “Personally identifying information” means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an “affected individual”. This includes, but is not limited to, Social Security numbers or account numbers.

- b. “Personally identifying information” does not mean or include information that is otherwise available to the public, such as names and addresses.

29. “Personally Sensitive Information”

- a. “Personally sensitive information” means private information specific to an individual the release of which requires notification of “affected individuals” under any applicable law.
- b. “Personally sensitive information” does not mean or include “personally identifying information”.

30. “Policy Period” means the period commencing on the effective date shown in the Cyber Suite Supplemental Declarations. The “policy period” ends on the expiration date or the cancellation date of this Cyber Coverage, whichever comes first.

31. “Property Damage” means

- a. Physical injury to or destruction of tangible property including all resulting loss of use; or
- b. Loss of use of tangible property that is not physically injured.

32. “Regulatory Proceeding” means an investigation, demand or proceeding alleging a violation of law or regulation arising from a “personal data compromise” brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity’s regulatory or official capacity.

33. “Settlement Costs”

- a. “Settlement costs” means the following, when they arise from a “claim”:
 - (1) Damages, judgments or settlements; and
 - (2) Attorney’s fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and
 - (3) Pre-judgment interest on that part of any judgment paid by us.
- b. “Settlement costs” does not mean or include:
 - (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;
 - (2) Punitive and exemplary damages;
 - (3) The multiple portion of any multiplied damages;
 - (4) Taxes; or
 - (5) Matters which may be deemed uninsurable under the applicable law.
- c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Cyber Coverage, provided that such jurisdiction:
 - (1) Is where those fines, or penalties were awarded or imposed;
 - (2) Is where any “wrongful act” took place for which such fines, or penalties were awarded or imposed;
 - (3) Is where you are incorporated or you have your principal place of business; or
 - (4) Is where we are incorporated or have our principal place of business.

34. “System Restoration Costs”

- a. “System restoration costs” means the costs of an outside professional firm hired by you to do any of the following in order to restore your “computer system” to its pre-“computer attack” level of functionality:
 - (1) Replace or reinstall computer software programs;
 - (2) Remove any malicious code; and
 - (3) Configure or correct the configuration of your “computer system”.
- b. “System restoration costs” does not mean or include:
 - (1) Costs to increase the speed, capacity or utility of a “computer system” beyond what existed immediately prior to the “computer attack”;
 - (2) Labor costs of your employees or directors;
 - (3) Any costs in excess of the actual cash value of your “computer system”; or

(4) Costs to repair or replace hardware.

35. **“Termination of Coverage”** means:

- a. You or we cancel this coverage;
- b. You or we refuse to renew this coverage; or
- c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this Cyber Coverage.

36. **“Third Party Corporate Data”**

- a. “Third party corporate data” means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this Cyber Coverage which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
- b. “Third party corporate data” does not mean or include “personally identifying information” or “personally sensitive information”.

37. **“Unauthorized Access Incident”** means the gaining of access to a “computer system” by:

- a. An unauthorized person or persons; or
- b. An authorized person or persons for unauthorized purposes.

38. **“Wrongful Act”**

- a. With respect to Data Compromise Liability, “wrongful act” means a “personal data compromise”.
- b. With respect to Network Security Liability, “wrongful act” means a “network security incident”.

39. **“Wrongful Transfer Costs”** means the amount of “money” fraudulently obtained from you. “Wrongful transfer costs” include the direct financial loss only. “Wrongful transfer costs” do not include any of the following:

- a. Other expenses that arise from the “wrongful transfer event”;
- b. Indirect loss, such as “bodily injury”, lost time, lost wages, identity recovery expenses or damaged reputation;
- c. Any interest, time value or potential investment gain on the amount of financial loss; or
- d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

40. **“Wrongful Transfer Event”**

- a. “Wrongful transfer event” means an intentional and criminal deception of you or a financial institution with which you have an account. The deception must be perpetrated by a person who is not an “employee”, “executive” or “independent contractor” using email, facsimile or telephone communications to induce you or the financial institution to send or divert “money”. The deception must result in direct financial loss to you.
- b. “Wrongful transfer event” does not mean or include any occurrence:
 - (1) In which you are threatened or coerced to send money or divert a payment; or
 - (2) Arising from a dispute or disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

GREATER NEW YORK INSURANCE GROUP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO COVERED PROPERTY – BUILDING – ORIGINAL SPECIFICATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONDOMINIUM ASSOCIATION COVERAGE FORM

Paragraph **A. Coverage, 1. Covered Property, a. Building**, is DELETED IN ITS ENTIRETY and replaced by the following:

1. Covered Property

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

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

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

(6) Any of the following types of property contained within a unit, regardless of ownership, are covered up to the cost of replacing or restoring the property to its “original specifications”:

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

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

“Original specifications” means the specifications of a condominium unit’s fixtures and appliances at the time the unit was conveyed to the original unit-owner, and specifically excludes any improvements, upgrades, or betterments of whatever kind or nature made or installed after conveyance to the original unit-owner, whether by the original owner or by a subsequent owner.

No coverage requirements set forth in your Condominium Association Agreement shall in any way affect, change, or alter the coverages set forth in this Section.

But Building does not include personal property owned by, used by, or in the care, custody or control of a unit-owner except for personal property listed in **Paragraph A.1.a. (6)** above.

GREATER NEW YORK INSURANCE COMPANIES

ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CONDOMINIUM ASSOCIATION COVERAGE FORM**
- CAUSES OF LOSS - SPECIAL FORM**
- BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**
- BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**

TABLE OF COVERAGES			
PROPERTY AND BUSINESS INCOME COVERAGES	LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)	DEDUCTIBLE	PAGE #
1. Accounts Receivable	\$50,000 ANN AGG	Follows Property	13
2. Business Income – Actual Loss Sustained (ALS)*	Actual Loss Sustained	B.I. Waiting Period	29
3. Business Income - Dependent Properties*	\$50,000	72 hours subject to 3% per day Limitation	28
4. Business Income - Extended Business Income*	210 days	None	27
5. Debris Removal Additional Limit	\$250,000	None	4
6. Electronic Data	\$25,000	Follows Property	6
7. Elevator Collision for Personal Property of Others	\$100,000	Follows Property	15
8. Employee Dishonesty	\$25,000	Follows Property	11
9. Fine Arts	\$25,000 ANN AGG**	Follows Property	15
10. Fire Department Service Charge	\$25,000	None	5
11. Fire Protection Equipment Recharge	\$25,000	None	6
12. Forgery or Alteration	\$50,000 ANN AGG**	Follows Property	13
13. Interior and Underground Water Damage Limited Additional Coverage	\$25,000	\$10,000	24
14. Lost Lease Coverage-Lessors Interest	\$25,000	Follows Property	6
15. Lost or Stolen Key Coverage	\$10,000/\$20,000 ANN AGG	None	6
16. Money and Securities	\$5,000 Out/\$10,000 In	Follows Property	9
17. Newly Acquired Or Constructed Property – Buildings	\$500,000	None	7
18. Newly Acquired Or Constructed Property – Your Business Personal Property	25% of Business Personal Property Limit of Insurance up to \$200,000	None	7
19. Off Premises Services Interruption Limited Additional Coverage	\$25,000 ANN AGG**	12 hours / \$1,000 per Occurrence	22

TABLE OF COVERAGES				
PROPERTY AND BUSINESS INCOME COVERAGES		LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)	DEDUCTIBLE	PAGE #
20. Ordinance or Law Limited Additional Coverage	Undamaged Portion	Included in Building Limit	None	19
	Demolition	\$250,000 Coverage B	None	
	Increased Cost of Construction	\$250,000 Coverage C	None	
	Increased Period of Restoration	Actual Loss Sustained	None	27
21. Outdoor Antennas & Satellite Dishes		\$10,000 ANN AGG**	Follows Property	9
22. Outdoor Signs	Attached to Buildings	\$2,500	Follows Property	16
	Not Attached to Buildings	\$25,000	Follows Property	9
23. Outdoor Fences, Trees, Shrubs and Plants		\$25,000	Follows Property	8
		\$2,500 per Fences, Trees, Shrubs or Plants		
24. Personal Effects and Property of Others		\$5,000 per Person \$15,000 per Occurrence	Follows Property	7
25. Pollutant Cleanup and Removal		\$25,000 ANN AGG**	None	5
26. Preservation of Property		60 days	None	5
27. Property Distance Extension		1,000 feet	None	6, 16, 27
28. Property Off-Premises		\$15,000	Follows Property	8
29. Sewer and Drain Back-up and Overflow and Sump Overflow – Limited Additional Coverage		\$100,000	\$5,000	16
30. Storage/Maintenance Buildings/Sheds, etc.		Included in Building Limit of Insurance	Follows Property	4
31. Tenant's Building Glass		Within Personal Property Limit	Follows Property	4
32. Tenant Move Back		\$25,000	Follows Property	28
33. Valuable Papers and Records Coverage		\$25,000	Follows Property	7

* Coverage applies only if a Business Income Coverage Form is included in your policy.

The Limit of Insurance shown for the listed Limited Additional Coverages includes the sum of **all direct physical loss or damage to Covered Property and any loss of Business Income (applies only if a Business Income Coverage Form is included in your policy) occurring during a 12-month period. This Limit of Insurance for the Limited Additional Coverages is subject to the Building or Business Personal Property Limit of Insurance shown on the Declarations for any single described premises.

When an ANNUAL AGGREGATE limit is specified, the most we will pay is the limit specified in the Table of Coverages arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy. The ANNUAL AGGREGATE limit applies no matter how many losses occur or how many buildings, premises, or locations are insured.

Unless otherwise specified in the individual coverage extension, we will not pay for loss under any coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD if coverage for the same loss is also provided by other coverages extended by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD . In such case, if loss is covered under more than one coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD , we will pay only under the terms of the coverage that provides the **highest** Limit of Insurance. We will **not** pay for the combined Limits of Insurance of all the coverage(s).

In no event will we ever pay more than the Limit of Insurance shown in the Table of Coverages above applicable to the specific coverage, unless indicated differently in the coverage's provisions.

The following is added as the last paragraph of **D.** "Deductible" of the Building and Personal property Coverage Form and the Condominium Association Coverage Form, directly above Example No. 1.:

Coverages provided under the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD are subject to the deductibles shown in the Commercial Property Declarations, unless a different deductible is specified as applicable to a particular coverage within the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD or an AMENDMENT TO LIMITS AND DEDUCTIBLES ENDORSEMENT attached to your policy.

Building and Personal Property Coverage Form Condominium Association Coverage Form

The following modifies insurance provided under the Building and Personal Property Coverage Form and The Condominium Association Coverage Form:

AMENDMENTS TO **A.1.a. COVERAGE - BUILDING**

STORAGE/MAINTENANCE BUILDINGS/SHEDS, GATEHOUSES, AND GAZEBOS

- a. The following are added to **A. Coverage, 1. Covered Property, a. Building** of the Building and Personal Property Coverage Form:
 - (6) Structures used for storage or maintenance of Scheduled Property; gatehouses at the Scheduled Property; and gazebos at the Scheduled Property;
- b. The following are added to **A. Coverage, 1. Covered Property, a. Building** of the Condominium Association Coverage Form:
 - (7) Structures used for storage or maintenance of Scheduled Property; gatehouses at the Scheduled Property; and gazebos at the Scheduled Property;

AMENDMENTS TO **A.1.b. YOUR BUSINESS PERSONAL PROPERTY**

TENANT'S BUILDING GLASS

The following is added to **A. Coverage, 1. Covered Property, b. Your Business Personal Property**:

1. As paragraph **A.1.b.(8)** Of the Building and Personal Property Coverage Form; and
2. As paragraph **A.1.b.(4)** of the Condominium Association Coverage Form:

Building glass within your care, custody, or control at the Scheduled Premises for which you are contractually responsible to insure or to which you are contractually liable to pay for loss or damage.

AMENDMENTS TO PROPERTY NOT COVERED

DELETIONS FROM PROPERTY NOT COVERED

Paragraph **A.2.n.** is deleted and replaced with the following:

- n. Electronic data, except as provided in the Definition of "Software" and "Electronic Data" in the Electronic Data Coverage Extension included in this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. The Electronic Data coverage provided in the Additional Coverages - Electronic Data in the Building and Personal Property Coverage Form is deleted.

"Electronic Data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. "Electronic Data" does not include Data in the Definition of "Software" in the Electronic Data Coverage Extension as provided in this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

The term computer programs, referred to in the foregoing description of "Electronic Data" and "Software" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.**, does not apply to your "stock" of prepackaged software or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security systems.

AMENDMENTS TO **A.4. ADDITIONAL COVERAGES**

DEBRIS REMOVAL ADDITIONAL LIMIT

The ADDITIONAL COVERAGE, **Debris Removal** is amended by replacing the following paragraphs **A.4.a. (4)**:

- (4). We will pay up to the additional limit of insurance shown in the table of coverages for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. Therefore, if (4)(a) and/ or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the limit of insurance shown in the Table of Coverage.

The ADDITIONAL COVERAGE, **Debris Removal** is amended by adding the following paragraphs **A.4.a.(6)** and **A.4.a.(7)**:

- (6) We will not pay for expenses you incur to remove debris from your described premises under this Debris Removal Additional Coverage if such debris removal expense is also covered by another Additional Coverage or Coverage Extension (such as the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension) provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for the same loss. If loss for the expense you incur to remove fallen trees is covered under this Debris Removal Additional Coverage and the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension, then this Debris Removal Additional Coverage does not apply and only the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension applies to such expenses.
- (7) This Debris Removal Additional Coverage does not apply to any loss covered under any Limited Additional Coverage (such as Earthquake and Volcanic Eruption or the Interior and Underground Water Damage – Limited Additional Coverage, Public Water Supply Systems – Limited Additional Coverage, or Sewer and Drain Back-up and Overflow and Sump Overflow – Limited Additional Coverage(s)).

PRESERVATION OF PROPERTY

Paragraph **A.4.b.(2) Preservation of Property** is replaced with the following:

Only if the loss or damage occurs within the number of days shown in the Table of Coverages after the property is first moved.

Payments under Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance for Business Personal Property.

FIRE DEPARTMENT SERVICE CHARGE

Paragraph **A.4.c. Fire Department Service Charge** is replaced with the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the amount shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contact or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

POLLUTANT CLEANUP AND REMOVAL

The following replaces the last paragraph of **A.4.d. Pollutant Cleanup and Removal**:

The most we will pay under this Pollutant Cleanup and Removal Additional Coverage for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy is the amount shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. This Annual Aggregate limit applies no matter how many losses occur or how many buildings, premises or locations are insured.

INCREASED COST OF CONSTRUCTION

Section **A.4.e. Increased Cost of Construction** is deleted. Coverage for the Increased Cost of Construction is included under Coverage C of the Ordinance or Law Coverage Extension provided elsewhere in this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

ELECTRONIC DATA

A.4.f. Electronic Data is amended as follows:

The most we will pay for Electronic Data is shown in the Table of Coverages of the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

ADDITIONS TO A.4. ADDITIONAL COVERAGES

The following are added to **A.4. Additional Coverages**. Limits of Insurance indicated in the provisions in this section provide additional Limits to those shown in the Declarations to Covered Building or Business Personal Property, as applicable, unless indicated otherwise within the coverage provision.

FIRE PROTECTION EQUIPMENT RECHARGE

We will pay expenses you incur to recharge automatic fire protection equipment when such equipment is discharged to fight a fire or as the result of a Covered Cause of Loss. The most we will pay under this Additional Coverage is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. Payments under this Fire Protection Equipment Recharge Additional Coverage will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

PROPERTY DISTANCE EXTENSION

In each instance where it appears in the form, the property distance limitation of 100 feet is changed to **1,000** feet.

Payments under this Property Distance Extension Additional Coverage will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

LOST OR STOLEN KEY COVERAGE

We will pay for the expense to re-key locks at a covered:

1. Building, and/or
2. Structure,

when the keys to those locks have been:

- a. Stolen, or
- b. Lost,

at a premises described in the Declarations during the policy period.

No matter how many thefts of keys and/or losses of keys that occur during the policy period, the most we will pay for re-keying expenses at any one building or structure is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

However, an Annual Aggregate Limit applies. This means that the most we will pay under this Lost or Stolen Key Additional Coverage for the sum of all losses occurring during each separate **12**-month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD regardless of the number of:

- (i) Buildings, structures, premises or locations covered by this policy, or
- (ii) Theft of keys and/or losses of keys that occur during the policy period.

Payments under this Lost or Stolen Key Additional Coverage will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

LOST LEASE COVERAGE – LESSOR'S INTEREST

We will pay for loss you sustain because of your tenant's cancellation of a written real estate lease at the Scheduled Premises due to direct physical loss or damage to the Scheduled Premises caused by or resulting from a Covered Cause of Loss during the policy period.

We will not pay for loss resulting from (1) your having canceled the lease; (2) the suspension, lapse, or cancellation

of any license; (3) any other consequential loss; (4) refunds or rebates of (a) prepaid rent; (b) security or other deposits made by tenants; or (c) insurance, taxes, or other payments made on your behalf by tenants; or (5) the expiration or termination of the canceled lease in accordance with its contractual terms.

The most we will pay under this Lost Lease Coverage is the lesser of the difference between the rents actually paid at the leased premises by the cancelling tenant immediately before the loss or damage and the market rental value of the leased premises had the lease not been cancelled for:

1. 12 months immediately following the period of restoration;
2. The period beginning with the end of the period of restoration and ending with the expiration or termination of the canceled lease in accordance with its contractual terms; or
3. The Limit of Insurance shown in the above Schedule for Lost Lease Coverage.

The number of tenants who cancel leases will not increase either the Limit of Insurance of the Policy or the Limit of Insurance of this Additional Coverage. The expiration date of this policy will not result in a discontinuance of coverage provided by this Additional Coverage.

AMENDMENTS TO A.5. COVERAGE EXTENSIONS

NEWLY ACQUIRED OR CONSTRUCTED PROPERTY - Buildings

The following is added as the last paragraph of Newly Acquired or Constructed Property - Buildings [A.5.a.\(1\)](#):

In addition to the limits otherwise provided under this policy for Newly Acquired Property or Constructed Property – Buildings, under [A.5.a.\(1\)](#), under the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD we will pay up to the additional limit shown in the Table of Coverages at each building for loss or damage under this Extension.

NEWLY ACQUIRED OR CONSTRUCTED PROPERTY – Your Business Personal Property

The following is added as the last paragraph of Newly Acquired or Constructed Property – Your Business Personal Property, [A.5.a.\(2\)\(a\)](#):

In addition to the limits otherwise provided under this policy for Newly Acquired Property or Constructed Property – Your Business Personal Property, under [A.5.a.\(2\)\(a\)](#), under the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, we will pay up to the additional limit shown in the Table of Coverages at each building for Newly Acquired Business Personal Property.

PERSONAL EFFECTS AND PROPERTY OF OTHERS

The following replaces the last paragraph of [A.5.b.](#) Personal Effects and Property Of Others:

The most we will pay for loss or damage under this Coverage Extension is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for the Personal Effects and Property Of Others of one person or entity. The most we will pay for loss or damage arising out of one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)

The following amends [A.5.c.](#) Valuable Papers And Records (Other Than Electronic Data)

1. The following is added to paragraph [A.5.c.\(1\)](#):
The costs to replace or restore the lost information must be sustained by you because of loss or damage to Valuable Papers And Records (Other Than Electronic Data) caused by a Covered Cause of Loss at a premises described in the Declarations.
2. Paragraphs [A.5.c.\(2\)](#) and [A.5.c.\(3\)](#) are deleted.
3. The following replaces paragraph [A.5.c.\(4\)](#):
(4) Under this Valuable Papers And Records (Other Than Electronic Data) Coverage Extension, the most we will pay to replace or restore the lost information is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. However, in no event will we ever

pay more in any single loss than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

PROPERTY OFF-PREMISES

The following replaces Property Off -Premises paragraph **A.5.d.(3)**:

The most we will pay for loss or damage under this Extension is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD

OUTDOOR PROPERTY

The following replaces Extension **A.5.e.** Outdoor Property:

e. OUTDOOR PROPERTY

You may extend the insurance provided by this Coverage Form to apply to your Outdoor Property (as described in the specific sections which follow):

(1) OUTDOOR FENCES, TREES, SHRUBS AND PLANTS

(a) You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor: fences; trees, shrubs and plants (other than "stock" of trees, shrubs or plants;) including debris removal expense caused by or resulting from any of the following Covered Causes of Loss:

- i. Fire;
- ii. Lightning;
- iii. Explosion;
- iv. Vehicles;
- v. Riot or civil commotion;
- vi. Aircraft;
- vii. Vandalism;
- viii. Theft.

The most we will pay for loss or damage under this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension for the outdoor property described above is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, which applies to any one occurrence, regardless of the types or number of fences, trees, shrubs and plants lost or damaged in that occurrence.

(b) Removal of Fallen Trees Coverage

Solely with respect to the debris removal coverage provided under paragraph **e.(1)(a)** above, we will pay for expenses you incur to remove debris of a tree which has fallen onto your described premises from a neighboring property, but only if:

- (i) Direct physical damage to Covered Property is sustained; and
- (ii) The fallen tree is not covered under paragraph **(1)(a)** of this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension.

The most we will pay under this Removal of Fallen Trees coverage for expenses for the removal of one tree is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. The most we will pay for the removal of all fallen trees at all described premises shown in the Declarations arising from one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

Payments we make under this Removal of Fallen Trees coverage is included in and does not increase the Limit of Insurance applicable to this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension shown in paragraph **(1)(a)** above.

The Deductible amount stated in the Property Declarations is applicable to Covered Building(s). 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 Limit of Insurance.

Any payments we make under this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension are included in and will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

(2) OUTDOOR SIGNS NOT ATTACHED TO BUILDINGS

- (a)** You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor signs at a premises described in the Declarations. We will pay for direct physical loss of or damage from a Covered Cause of Loss to such outdoor signs if the signs are not attached to a Covered Building and are:
- (i) Owned by you; or
 - (ii) Owned by others but in your care, custody or control.
- (b) B.** Exclusions of the Causes Of Loss – Special Form do not apply to signs covered under this OUTDOOR SIGNS NOT ATTACHED TO BUILDINGS Coverage Extension, except the following **B.1.** Exclusions:
- (i) Paragraph **B.1.c.** Governmental Action;
 - (ii) Paragraph **B.1.d.** Nuclear Hazard; and
 - (iii) Paragraph **B.1.f.** War And Military Action.
- (c)** Under this Outdoor Signs Not Attached To Buildings Coverage Extension, we will not pay for loss or damage caused by or resulting from:
- (i) Wear and tear;
 - (ii) Hidden or latent defect;
 - (iii) Rust;
 - (iv) Corrosion; or
 - (v) Mechanical breakdown.
- (d)** The most we will pay for loss or damage in any one occurrence for Outdoor Signs Not Attached To Buildings is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

(3) OUTDOOR ANTENNAS & SATELLITE DISHES

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor radio and television antennas (including satellite dishes) and their lead-in wiring, masts or towers. We will pay for direct physical loss or damage to such outdoor radio and television antennas caused by or resulting from a Covered Cause of Loss.

The most we will pay for the sum of all direct physical loss or damage under this Outdoor Antennas & Satellite Dishes Coverage Extension in each separate 12-month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. This annual aggregate limit applies no matter how many buildings, premises or locations are covered by this policy.

ADDITIONS TO A.5. COVERAGE EXTENSIONS

Payment under the following added Coverage Extensions is limited to the Limit of Insurance shown on in the Table of Coverages shown on the first page of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. The Limit shown in the Table of Coverages applicable to any of the added Coverage Extensions provided in the section is **not** additional insurance and will not increase the Limit of Insurance shown in the Declarations for Covered Property.

Any Limit of Insurance shown in this **ADDITIONS TO A.5. COVERAGE EXTENSIONS** section is **excess** over any specific insurance provided by another coverage form of this or any other policy applicable to the same property for the same loss.

The Additional Condition, Coinsurance, does not apply to these added Coverage Extensions.

The following are added to **A.5. COVERAGE EXTENSIONS**

MONEY AND SECURITIES

You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to your "money" and "securities", subject to the following provisions:

1. We will pay for direct physical loss of "money" and "securities" used in your business while:
 - a. At a bank or savings institution; within your living quarters or the living quarters of your partners or

- any employee having use and custody of the property;
- b. At the described premises; or
- c. In transit between any of these places, resulting directly from:
 - (1) Theft, meaning any act of stealing;
 - (2) Disappearance; or
 - (3) Destruction.
- 2. In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
 - a. Resulting from accounting or arithmetical errors or omissions;
 - b. Due to the giving or surrendering of property in any exchange or purchase; or
 - c. Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- 3. The most we will pay for loss in any one occurrence is:
 - a. **\$10,000** for "money" and "securities" while:
 - (1) In or on the premises described in the Declarations; or
 - (2) Within a bank or savings institution; and
 - b. **\$5,000** for "money" and "securities" while at any other location covered under this extension.
- 4. All loss:
 - a. Caused by one or more persons; or
 - b. Involving a single act or series of related acts; is considered one occurrence.
- 5. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.
- 6. Only as respects this Money and Securities Coverage Extension, the following replaces **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. "Money" or "Securities" are also Property Not Covered, except as provided under the following added Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD:
 - (1) "Money" and "Securities";
 - (2) Employee Dishonesty; and
 - (3) Forgery and Alteration;
- 7. The property distance limitation does not apply to "money" and "securities" while at the places listed in paragraph **1.** of this Money And Securities Coverage Extension.
- 8. If a loss is covered both under this Money And Securities Coverage Extension and by a Commercial Crime Coverage Part attached to this policy, this coverage will be excess of that coverage, and only the deductible applicable to the Commercial Crime Coverage Part will apply. This provision supersedes any conflicting other insurance provisions.
- 9. We will not pay for loss under this Money and Securities Coverage Extension that is also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:
 - a. Employee Dishonesty; or
 - b. Forgery and Alteration;
 of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.
- 10. For coverage provided under this Money and Securities Coverage Extension, the following definitions are added to the Definitions section:
 - "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers 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:

- (1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money."

EMPLOYEE DISHONESTY

You may extend the insurance provided by this Coverage Form to apply to loss of or damage to your Covered Business Personal Property, "money" and "securities" resulting from dishonest acts committed by your employees (as defined in paragraph 10. below), subject to the following provisions:

1. We will pay for direct physical loss of or damage to your Covered Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - a. Cause you to sustain loss or damage; and also
 - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (1) Any employee; or
 - (2) Any other person or organization.
2. We will not pay for loss or damage:
 - a. Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons; or
 - b. Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph 1.), "managers" or directors:
 - (1) Whether acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
 - (3) The only proof of which as to its existence or amount is:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
3. The most we will pay for loss or damage in any one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.
4. All loss or damage:
 - a. Caused by one or more persons; or
 - b. Involving a single act or series of related acts;is considered one occurrence.
5. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
6. This Employee Dishonesty Coverage Extension does not apply to any employee immediately upon discovery by:
 - a. You; or
 - b. Any of your partners, officers or directors not in collusion with the employee; of any dishonest act committed by that employee before or after being hired by you.
7. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
8. If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Employee Dishonesty Coverage Extension, provided:
 - a. This Employee Dishonesty Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD became effective at the time of cancellation or termination of the prior insurance; and
 - b. The loss or damage would have been covered by this Employee Dishonesty Coverage Extension had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under Paragraph 8. above is part of, not in addition to, the Limit of Insurance applying to this Employee Dishonesty Coverage Extension and is limited to the lesser of the amount recoverable under:

- a. The Employee Dishonesty Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD as of its effective date; or
 - b. The prior insurance had it remained in effect.
10. With respect to the Employee Dishonesty coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, employee means:
- a. Any natural person:
 - (1) While in your service or for **30** days after termination of service;
 - (2) Who you compensate directly by salary, wages or commissions; and
 - (3) Who you have the right to direct and control while performing services for you;
 - b. Any natural person who is furnished temporarily to you:
 - (1) To substitute for a permanent employee as defined in Paragraph **a.** above, who is on leave; or
 - (2) To meet seasonal or short-term work load conditions;
 - c. 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 **b.** above;
 - d. 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
 - e. 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 any building you occupy in conducting your business.

But employee does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character;
 - (2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee; or
 - (3) Your partners or officers.
11. Only as respects this Employee Dishonesty Coverage Extension, the following replaces **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. "Money" or securities are also Property Not Covered, except as provided under the following Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD:
 - (1) "Money" and "Securities";
 - (2) Employee Dishonesty; and
 - (3) Forgery and Alteration;
12. Exclusion **B.2.h.** of the Causes of Loss-Special Form does not apply to this Employee Dishonesty Coverage Extension.
13. If a loss is covered both under this Employee Dishonesty Coverage Extension and by a Commercial Crime Coverage Part attached this policy, the limits of this Employee Dishonesty Coverage Extension will be excess of that Commercial Crime Coverage Part, and only the deductible applicable to that Commercial Crime Coverage Part will apply. This provision supersedes any conflicting other insurance provisions.
14. We will not pay for loss under this Employee Dishonesty Coverage Extension that is also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:
- a. Money and Securities; or
 - b. Forgery and Alteration;
- of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.
15. For coverage provided under this Employee Dishonesty Coverage Extension, the following definitions are added to the Definitions section:

“Manager” means a person serving in a directorial capacity for a limited liability company.

“Money” means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers 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:

- (1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include “money.”

FORGERY OR ALTERATION

You may extend the insurance provided by this Coverage Form to apply to direct monetary loss you sustain resulting from Forgery or Alteration, subject to the following provisions:

1. We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in “money” that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
2. If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in “money,” on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
3. For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
4. The most we will pay for any loss, including legal expenses, under this Coverage Extension is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. This Annual Aggregate limit applies no matter how many losses occur or how many buildings, locations or premises are covered by this policy.
5. Only as respects this Forgery and Alteration Coverage Extension, the following replaces [A.2.a](#). Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. “Money” or securities are also Property Not Covered, except as provided under the following Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD:
 - (1) “Money” and “Securities”;
 - (2) Employee Dishonesty; and
 - (3) Forgery and Alteration;
6. If a loss is covered both under this Forgery and Alteration Coverage Extension and by a Commercial Crime Coverage Part attached this policy, the limits of this Forgery and Alteration Coverage Extension will be excess of that Forgery and Alteration Coverage provided by the Commercial Crime Coverage Part and only the deductible applicable to the Forgery and Alteration Coverage provided by the Commercial Crime Coverage Part will apply. This provision supersedes any conflicting other insurance provisions.
7. We will not pay for loss under this Forgery and Alteration Coverage Extension that is also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:
 - a. Money and Securities; or
 - b. Employee Dishonesty;of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.

ACCOUNTS RECEIVABLE

1. We will pay for direct physical loss or damage to your Accounts Receivable arising from any Covered

Cause of Loss at the designated premises:

- (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 loss or damage; and
 - (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable.
2. The most we will pay under this Coverage Extension for the sum of all loss occurring during one twelve month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. This is an annual aggregate limit and applies no matter how many losses occur or how many buildings, premises or locations are insured. However, the Annual Aggregate Limit is subject to the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. Therefore, in no event will we ever pay more in any single loss than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.
3. **B.** Exclusions of the Causes of Loss – Special Form do not apply to this Accounts Receivable Coverage Extension except for the following:
- B.1.c.** Governmental Action
 - B.1.d.** Nuclear Hazard
 - B.1.f.** War and Military Action
 - B.2.h.** Dishonesty
 - B.2.i.** False Pretense
- All Paragraph **B.3.** exclusions.
4. In addition, the following the exclusions apply:
- (a) We will not pay for loss or damage caused by or resulting from electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:
 - (i) Programming errors or faulty machine instructions;
 - (ii) Faulty installation or maintenance of data processing equipment or component parts;But we will pay for direct loss or damage caused by lightning.
 - (b) We will not pay for:
 - (i) 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.
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
 - (ii) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
 - (iii) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.
5. Only as respects this Accounts Receivable Coverage Extension, paragraph **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form is replaced with the following:
- 2. Property Not Covered**
- Covered Property does not include:
- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities. Accounts Receivable (as defined in this Coverage Extension) is also Property Not Covered, except as provided under the Accounts Receivable Coverage Extension contained in the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD;
6. If a loss is covered both under this Accounts Receivable Coverage Extension and by an Accounts Receivable Coverage Form attached this policy, the limits of this Accounts Receivable Coverage Extension will be excess of that Accounts Receivable Coverage Form, and only the deductible applicable to that Accounts Receivable Coverage Form will apply. This provision supersedes any conflicting other insurance provisions.

FINE ARTS

1. We will pay for direct physical loss or damage to your “Fine Arts” arising from a Covered Cause of Loss. This “Fine Arts” Coverage is subject to all the terms, Limitations, Exclusions and Conditions of the Building and Personal Property Form, the Condominium Association Coverage Form and the Causes of Loss – Special Form except as follows:
 - (a) **B. Exclusions** of the Causes of Loss – Special Form do not apply to this coverage, except:
 - **B.1.b., B.1.c., B.1.d., B.1.f. and B.1.g.;**
 - **B.2.b.; B.2.d.; B.2.h.; B.2.i.; B.2.j.; B.2.l.; and B.2.m.**
 - (b) Only as respects the coverage provided under this “Fine Arts” Coverage Extension, **C. Limitations**, Paragraph **3.b.** of the Causes of Loss – Special Form does not apply to “antique” jewelry.
 - (c) Only as respects the coverage provided under this “Fine Arts” Coverage Extension, **F.1.b.**, paragraph **(3)** of the Causes of Loss – Special Form is replaced with the following:
 - (3)** Theft by forced entry into a securely locked body or compartment of a vehicle. There must be visible marks of the forced entry.
2. We will not pay for loss or damage under this “Fine Arts” Coverage Extension resulting from any of the following:
 - (a) We do not pay for loss or damage caused by breakage, marring, or scratching of art glass windows, glassware, statuary, marble objects, bric-a-brac, porcelains, or similar fragile articles unless loss is a result of a “specified peril.”
 - (b) We do not pay for loss or damage caused by processing of or work upon the covered property including repairs or restoration.
 - (c) We do not pay for any loss or damage caused by diminution of value due to gradual deterioration, fading or other loss caused by exposure to light, heat or other atmospheric or environmental conditions.
3. Only as respects the coverage provided under this “Fine Arts” Coverage Extension, the following definitions are added:
 - (a) “Antique,” means an object having value because its:
 - (i) Craftsmanship is in the style or fashion of former times; and
 - (ii) Age is 100 years old or older.
 - (b) “Fine Arts” means paintings; etchings; pictures, tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; “antique” furniture; “antique” jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit. The following are not “Fine Arts:” coins and stamps; jewelry (except “antique” jewelry); precious or semi-precious stones; gold, silver, platinum or other precious metals or alloys; automobiles, or any other self-propelled vehicles designed for highway use; furs; or money.
4. The most we will pay for all direct physical loss of or damage to “Fine Arts” under this “Fine Arts” Coverage Extension in one twelve month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. This Annual Aggregate limit applies no matter how many losses occur or how many building, premises or locations we insure. However, the Annual Aggregate Limit is subject to the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. Therefore, in no event will we ever pay more in any single loss than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.
5. If a loss is covered both under this “Fine Arts” Coverage Extension and by a Fine Arts Coverage Form attached to this policy, this “Fine Arts” Coverage Extension will be excess of the Limits of Insurance provided by the Fine Arts Coverage Form, and the deductible applicable to that Fine Arts Coverage Form will apply. This provision supersedes any conflicting other insurance provisions.

ELEVATOR COLLISION FOR PERSONAL PROPERTY OF OTHERS

You may extend the insurance that applies to the Personal Property of Others to apply direct physical loss of or damage to the Personal Property of Others caused by elevator collision, subject to the following provisions: We will pay for direct physical loss of or damage to the Personal Property of Others in your care custody or control if:

1. The loss or damage is caused by collision of your elevator, or any property inside the elevator, with the elevator or any other objects; and
2. You are legally liable for that loss or damage.

Under this coverage, the most we will pay for any one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

AMENDMENTS TO C. LIMITS OF INSURANCE

SIGNS ATTACHED TO BUILDINGS

The following paragraph is deleted from section **C. Limits of Insurance**:

“The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is the amount shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD per sign in any one occurrence.”

AMENDMENTS TO CAUSES OF LOSS - SPECIAL FORM

The following modifies insurance provided under the Causes of Loss – Special Form:

AMENDMENTS TO THE PROPERTY DISTANCE EXTENSION

The following amends the coverage provided under the Causes of Loss – Special Form:

PROPERTY DISTANCE EXTENSION

In each instance where it appears in the form, the property distance limitation of 100 feet is changed to **1,000** feet. Loss payment under this Additional Coverage will not increase the applicable Limit of Insurance.

ADDITIONS TO ADDITIONAL COVERAGES – CAUSES OF LOSS – SPECIAL FORM

The following amendments apply to **ADDITIONAL COVERAGES** of the **CAUSES OF LOSS – SPECIAL FORM**. As used in this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, Limited Additional Coverages means:

1. The Limits of Insurance provided by the coverages in the following section are limited to the amount shown in the Table of Coverages and only to the extent as specified in each Limited Additional Coverage provision; and
2. No other coverage provided in this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD contributes Limits in addition to the Limited Additional Coverages described in this section.

ADDITIONS TO F. ADDITIONAL COVERAGE EXTENSIONS

The following are added as ADDITIONAL COVERAGES:

SEWER AND DRAIN BACK-UP AND OVERFLOW AND SUMP OVERFLOW - LIMITED ADDITIONAL COVERAGE

THIS SEWER AND DRAIN BACK-UP AND OVERFLOW AND SUMP OVERFLOW - LIMITED ADDITIONAL COVERAGE IS NOT FLOOD INSURANCE

The term Sewer and Drain Back-Up and Sump Overflow - Limited Additional Coverage means coverage afforded by this section of the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD solely for loss or damage to covered Buildings and to covered Business Personal Property caused by a covered back up of sewers or drains or by the overflow of sumps at your premises described in the Schedule of Designated Premises.

Subject to the following provisions, Sewer and Drain Back-Up and Overflow and Sump Overflow is added as a Limited Additional Coverage.

1. This additional coverage applies to direct physical loss or damage to covered property caused by:
 - (a) Sewer or Drain Back-Up or Overflow; or
 - (b) Sump Overflow,at your premises described in the Schedule of Designated Premises.

We will pay for loss or damage to covered Buildings and Business Personal Property caused by or resulting from Sewer or Drain Back-Up or Overflow and by Sump Overflow as defined in Paragraph 8 below. This Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage is within, not in addition to, the limits of insurance provided by this policy. Under this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, except as provided elsewhere in this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, the most we will pay for all loss or damage arising from one occurrence or event is set forth in the Table of Coverages.

2. The Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage will also apply to the cost to tear out and replace any part of, and remove debris from, the Building as needed to repair the Building.
3. The Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage extends to the following coverages, provided that you purchased the coverage from us:
 - a. Ordinance or Law;
 - b. Business Income (and Extra Expense) Coverage Form; or
 - c. Business Income (Without Extra Expense) Coverage Form.
4. The Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage does not extend to loss or damage under the following coverages, even if you purchased these coverages from us, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
 - a. Pollutant Clean Up and Removal Coverage;
 - b. Newly Acquired or Constructed Property Coverage;
 - c. Business Income From Dependent Properties;
 - d. Additional Coverage – Collapse;
 - e. Public Water Supply Systems – Limited Additional Coverage;
 - f. The Business Personal Property at Unspecified Locations Coverage;
 - g. Flood Coverage Endorsement; Flood Coverage Schedule and Changes; Flood Limited Additional Coverage;
 - h. Additional Coverage – Limited Additional Coverage for “Fungus,” Wet Rot, or Dry Rot and Bacteria.
5. Exclusions and Limitations

All Exclusions, Limitations, Terms, and Conditions of the Causes of Loss – Special Form, the Building and Personal Property Coverage Form, and the Condominium Association Coverage Form, whichever you have purchased, apply to this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, except that “**B. Exclusions**” “**1.g.**,” “Water,” in the Cause of Loss - Special Form, does not apply to this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage.

However, except as specifically provided in this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, we will not pay under this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage for loss or damage caused 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:

1. Water.
 - (a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
 - (b) Mudslide or mudflow;
 - (c) Water damage occurring within a building that originates from a backup or overflow of water from that part of a sewer line or sump line outside the building;
 - (d) Underground water;

- (e) Waterborne material carried or otherwise moved by any of the water referred to in Exclusion 1. **(a), (b), (c), or (d)**, or material carried or otherwise moved by mudslide or mudflow, except to the extent:
- (1) that waterborne material is carried or otherwise moved by water discharge from Sewer or Drain Back-Up or Overflow or from the Overflow of a Sump; or
 - (2) that a water discharge from Sewer or Drain Back-Up or Overflow or from the Overflow of a Sump causes or contributes to causing the carriage or other movement of waterborne material.

Exclusion 1 (a) through (e) applies regardless of the proximity of the water (including flood) to covered property, and regardless of whether any of the excluded occurrences or events is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall, or other boundary or containment system fails, in whole or in part for any reason, to contain the water.

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

2. "Fungus," Wet Rot, Dry Rot and Bacteria

"Fungus," Wet Rot, Dry Rot, and Bacteria as such terms are defined in the Causes of Loss – Special Form. However, this exclusion does not apply when "fungus," wet rot, dry rot, or bacteria results from a Sewer Back-Up, from the Overflow of a Sump, or from both.

6. Sewer and Drain Back-Up and Overflow and Sump Overflow is not a "specified cause of loss" as the term "specified cause of loss" is defined in the Causes of Loss – Special Form. The full extent of the coverage that you have purchased from us for loss or damage under this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage for direct loss or damage caused by Sewer and Drain Back-Up and Overflow and Sump Overflow, or both, as expressed in this Endorsement.
7. a. If an occurrence or event within the Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage results in a specified cause of loss as defined in the Causes of Loss – Special Form, then the applicable limit is increased to the limit specified in the Property Declarations for the loss or damage. Otherwise, the applicable limit of coverage is the amount set out in the Table of Coverages. However, the co-insurance condition will not apply to the loss or damage.
- b. The Deductible amount for this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage is **\$5,000**, unless a higher Deductible is shown in the Property Declarations applicable to the covered building(s). The deductible amount applies separately to each occurrence or event. However, if, under subparagraph a., the limit of coverage available for the loss or damage is stated in the Property Declarations, then only the Deductible amount applicable to that limit will apply.

8. Definitions:

As used in this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, the following terms have the following meanings:

- (a) "Sewer and Drain Back-Up or Overflow" means water that backs up or overflows from a sewer or drain at your premises described in the Schedule of Designated Premises.
- (b) "Sump Overflow" means water that overflows from a sump at your premises described in the Schedule of Designated Premises.
- (c) "Underground Water" means water that is under the ground surface pressing on, or flowing or seeping through:
- (i) Foundations, walls, floors, or paved surfaces;
 - (ii) Basements, whether paved or not; or
 - (iii) Doors, windows, or other openings.

ADDITIONAL COVERAGE - ORDINANCE OR LAW LIMITED ADDITIONAL COVERAGE

I. APPLICATION OF COVERAGE(S)

This Ordinance or Law Limited Additional Coverage applies only if both **I.(1)** and **I.(2)** are satisfied, and is then subject to the qualifications set forth in **I.(3)**.

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

But this Ordinance or Law Limited 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 Ordinance or Law Limited Additional Coverage.

- (2) (a) A building that is described in the Declarations sustains direct physical damage that is covered under this policy and such damage results in the enforcement of the ordinance or law; or
- (b) A building that is described in the Declarations sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
- (c) But if a building that is described in the Declarations sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this Ordinance or Law Limited Additional Coverage even if the building has also sustained covered direct physical damage.

- (3) In the situation described in **(2)(b)** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B**, and/or **C** of this Ordinance or Law Limited Additional Coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage. (See **Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses** below.)

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

Example of Proportionate Loss Payment for Ordinance Or Law Limited Additional Coverage Losses (procedure as set forth in Section **I.(3)** of this endorsement.)

Assume:

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

Step 1:

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

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

Step 2:

Apply that proportion to the Ordinance or Law loss.

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

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

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

II. COVERAGE

Coverage A –Coverage for Loss to the Undamaged Portion of the Building

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

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

Coverage B – Demolition Cost Coverage

With respect to the building described in the Declarations that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property. The amount payable under this Additional Coverage is additional insurance.

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

Coverage C –Increased Cost Of Construction Coverage

(1) With respect to the building described in the Declarations that has sustained covered direct physical damage, we will pay the increased cost to:

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

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

However:

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

The amount payable under this Additional Coverage is additional insurance.

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

(2) When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with paragraph (1) of **Coverage C** – Increased Cost of Construction, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in (1):

- (a) The cost of excavations, grading, backfilling and filling;
- (b) Foundation of the building;
- (c) Pilings; and
- (d) Underground pipes, flues and drains.

The items listed in (2)(a) through (2)(d) above are deleted from Property Not Covered, but only with respect to the coverage described in **Coverage C** – Increased Cost Of Construction, paragraph (2).

III. LOSS PAYMENT

(1) The following **Loss Payment** provisions **III.(2)** and **III.(3)** are subject to the apportionment procedures set forth in section **I.(3)** of **Application of Coverage(s)**.

(2) **Coverage A.**

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

- (a) If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - (i) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (ii) The Limit of Insurance shown in the Declarations as applicable to the covered building.
- (b) If the Replacement Cost Coverage Option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of:

- (i) The actual cash value of the building at the time of loss; or
 - (ii) The Limit of Insurance shown in the Declarations as applicable to the covered building.
- (3) **Coverages B and C**
- (a) Loss payment under **Coverage B** – Demolition Cost Coverage will be determined as follows:
We will not pay more than the lesser of the following:
 - (i) The amount you actually spend to demolish and clear the site of the described premises; or
 - (ii) The Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.
 - (b) Loss payment under **Coverage C** – Increased Cost of Construction Coverage will be determined as follows:
 - (i) We will not pay under **Coverage C**:
 - (A) Until the property is actually repaired or replaced, at the same or another premises; and
 - (B) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (ii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under **Coverage C** is the lesser of:
 - (A) The increased cost of construction at the same premises; or
 - (B) The limit stated in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.
 - (iii) If the ordinance or law requires relocation to another premises, the most we will pay under **Coverage C** is the lesser of:
 - (A) The increased cost of construction at the new premises; or
 - (B) The limit stated in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD
 - (c) Blanket limits: **Coverages B and C**
The limits provided under this Additional Coverage for **Coverage B** and **Coverage C** apply on a blanket basis. Regardless of the number of buildings or locations involved in an occurrence, the most we will pay for all damages arising from one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for each of these coverages.

IV. ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

The following applies to all Additional Coverages and Coverage Extensions provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD or by the Causes of Loss – Special Form or by the Building and Personal Property Coverage Form or the Condominium Association Coverage Form:

Amounts payable under Additional Coverages, Coverage Extensions (except provided by separate endorsements specifically providing additional Ordinance or Law Coverage limits) do not increase the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for Ordinance or Law Limited Additional Coverage. However:

1. If the loss or damage to Covered Buildings is covered under this Ordinance or Law Limited Additional Coverage and also covered under the Ordinance or Law Coverage Endorsement Form CP 04 05, the latter coverage is excess over the applicable Limit of Insurance provided by the Ordinance or Law Limited Additional Coverage.
2. If the loss or damage to Covered Buildings is covered under this Ordinance or Law Limited Additional Coverage and is also covered under the Blanket Ordinance Or Law Coverage Endorsement Form ORD01, the most we will pay for the total of all loss or damage is the combined Limits of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD and the Limit of Insurance shown in the Schedule of the Blanket Ordinance Or Law Coverage Endorsement Form ORD01.
3. If the loss or damage to Covered Buildings is covered under this Ordinance or Law Limited Additional Coverage B & C and is also covered under the Ordinance or Law Coverage Increased Cost of Construction & Demolition Additional Limits per location (ORDLOC), the most we will pay for the total of all loss or damage for coverage B or Coverage C is the greater of the combined

Limits of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL (GOLD) or the location limit displayed in the Ordinance or Law Coverage Increased Cost of Construction & Demolition Additional limits per location.

4. Business Income, Extra Expense and Actual Loss Sustained

The Actual Loss Sustained Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD does not apply to the Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

With respect to Business Income and Extra Expense Coverage:

- (a) If your policy includes either the Business Income (and Extra Expense) Coverage Form or the Business Income (Without Extra Expense) Coverage Form, your coverage is extended to include business income loss resulting from loss or damage otherwise payable under this Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD (except as regards Actual Loss Sustained coverage); and
- (b) Any amount payable for business income (including any amounts payable for Extra Expense) is included in and is not in addition to the Limit of Insurance described in paragraph (3) of III. Loss Payment of this Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

V. EXCLUSIONS

In addition to the exclusions in your Commercial Property Coverage Part, the following exclusions apply to this Ordinance or Law Limited Additional Coverage:

1. Failure to Comply Prior to Loss

Under this Ordinance or Law Limited Additional Coverage, we will not pay for loss due to any ordinance or law that:

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

2. Pollution

We will not pay under Coverage A, B and/or C of this Additional Coverage for:

- (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants;" or
- (b) Any costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

3. "Fungus," Wet or Dry Rot, or Bacteria

As respects this Ordinance or Law Additional Coverage, the exclusion titled "Fungus", Wet Rot, Dry Rot and Bacteria and the Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot and Bacteria in the Causes of Loss – Special Form are deleted. The following exclusion is added:

We will not pay under Coverage A, B or C for:

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

4.B. Exclusions, **1.a.** Ordinance or Law of the Causes of Loss – Special Form does not apply to this Additional Coverage.

ADDITIONAL COVERAGE – OFF-PREMISES SERVICES INTERRUPTION LIMITED ADDITIONAL COVERAGE

(1) For the premises described in the Declarations, we will pay for direct physical loss or damage to Covered Property described in the Declarations and for loss of Business Income or Extra Expense, caused by an Off-Premises Services Interruption to those premises. The coverage for Off-Premises

Services Interruption applies only when an Off-Premises Services Interruption occurs during the policy period and only if all reasonable means were used to save and preserve the Covered Property from further damage at the time of and after the occurrence. The Limit of Coverage for the Additional Coverage – Off-Premises Services Interruption Limited Additional Coverage is shown in the Table of Coverages. The Off-Premises Service Interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provided the following services:

- (a) **Water Supply Services**, meaning the following types of property supplying water to the premises described in the Declarations:
 - i. Pumping stations;
 - ii. Water mains.
- (b) **Communications Supply Service** means property supplying communication services including telephone, radio, microwave or television services to the premises described in the Declarations such as:
 - i. Communication transmission lines;
 - ii. Coaxial cables;
 - iii. Microwave radio relays except satellites.

Communications Supply Service does not include overhead transmission lines or overhead distribution lines.
- (c) **Power Supply Service** means the following types of property supplying electricity, steam or gas to the premises described in the Declarations:
 - i. Utility generating plants;
 - ii. Switching stations;
 - iii. Substations;
 - iv. Transformers; and
 - v. Transmission lines or distribution lines;

Power Supply Service does not include overhead transmission lines or overhead distribution lines.

(2) **Deductibles:**

For Business Income and Extra Expense, we will only pay for the loss you sustain after the first **12** hours following the direct physical loss or damage to the off premises property to which this Additional Coverage applies. For Direct Damage losses, a **\$1,000** per occurrence deductible applies.

(3) **Annual Aggregate Limit of Insurance**

Subject to the Limit of Insurance shown in the Declarations for any single Building or Business Personal Property insured under this policy and paragraph (4) immediately below, the most we will pay for the sum of **all** direct and indirect loss or damage (i.e., the total of all direct physical loss of or damage to Covered Property, plus all loss payable under Business Income and Extra Expense) under this Off Premises Services Interruption Limited Additional Coverage is the **Limit of Insurance** shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. This is an Annual Aggregate Limit of Insurance and applies no matter how many losses occur or claims are made or how many buildings, premises or locations are covered by this policy.

Definition: The term Annual Aggregate Limit of Insurance means this amount is the **most** we will pay for the total of **all** loss or damage to covered Building and Business Personal Property, including loss of income payable under the Business Income with or without Extra Expense Coverage Form(s), from **all** Off Premises Services Interruption(s) (as described in Paragraph (1) above), occurring during a **12**-month policy period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Off Premises Services Interruption during that period of time.

How the Annual Aggregate Applies: If there is more than one Off Premises Services Interruption occurrence in a **12**-month policy period, the most we will pay for the total of all loss or damage sustained during that period of time is the amount shown as the Annual Aggregate Limit of Insurance for Off Premises Services Interruption Limited Additional Coverage in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. Should the first Off Premises Services Interruption not exhaust the Annual Aggregate Limit of Insurance, then the balance of that Limit is available for any subsequent Off Premises Services Interruptions that occur during the **12** month policy period.

With respect to the Annual Aggregate Limit, we will not pay more than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, even if the Off Premises Services Interruption continues to be present or active, or recurs, in a later policy period

- (4) **Loss Payment for Buildings and Personal Property Will Not Exceed Insured Limit**
The coverage provided under this Off Premises Services Interruption Limited Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations on any Covered Property. Under this Off Premises Services Interruption Limited Additional Coverage, we will never pay more for any direct damage loss in any single occurrence than the Limit of Insurance shown in the Declarations for Covered Property.
- (5) To the extent that a part of the Utility Services Exclusion(s) might conflict with coverage provided under this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, part **B.1.e.** of the Causes of Loss-Special Form Utility Exclusion does not apply.
- (6) If a loss is covered both under this Off Premises Services Interruption Limited Additional Coverage and by a separate endorsement providing Off Premises or Utility Services coverage (specific insurance) attached to this policy, the limits of this Off Premises Services Interruption Limited Additional Coverage Extension will be excess of that separate Utility Services or Off Premises Services Endorsement, and only the deductible applicable to that separate Utility Services or Off Premises Endorsement will apply to the loss.
- (7) Exclusions **B.1.e.** and **B.4.a. (1)** of the Cause of Loss – Special Form do not apply to this Limited Additional Coverage.
- (8) This Limited Additional Coverage is additional insurance. The Additional Condition, Coinsurance, does not apply to this extension.
- (9) If:
- (a) The Equipment Breakdown Enhancement Endorsement, **GNYCP 03**, is attached to your policy, this Limited Additional Coverage – Off-Premises Services Interruption is superseded by, and is not in addition to, the coverage provided by the Equipment Breakdown Enhancement Endorsement, but only if a covered “Equipment Breakdown,” as defined in the Equipment Breakdown Enhancement Endorsement, **GNYCP 03**, occurs;
- (b) the Additional Coverage - Spoilage Limited Additional Coverage is provided elsewhere in the policy, the Limit of Coverage for Business Income or Extra Expense under this Additional Coverage – Off-Premises Services Interruption Limited Additional Coverage, is superseded by, and is not in addition to, that coverage.

The following is added to the Additional Coverage Section of your Causes of Loss – Special Form:

INTERIOR AND UNDERGROUND WATER DAMAGE - LIMITED ADDITIONAL COVERAGE

THIS INTERIOR AND UNDERGROUND WATER DAMAGE - LIMITED ADDITIONAL COVERAGE IS NOT FLOOD INSURANCE

Subject to the following provisions, Interior Water Damage and Underground Water Damage – Limited Additional Coverage is added as a Limited Additional Coverage.

We will pay for Interior Water Damage, Underground Water Damage OR both, to covered Buildings and Business Personal Property caused by or resulting from the occurrence or event described in Paragraph 1 or 2 below. This Interior and Underground Water Damage – Limited Additional Coverage is within, not in addition to, the limits of insurance provided by this policy.

1. The term Interior Water Damage – Limited Additional Coverage means coverage afforded by this section of this coverage form, solely for loss or damage to covered Buildings and to covered Business Personal Property inside the building caused by or resulting from:

- (1) water from rain, snow, sleet, or ice entering into the building through its roof, walls, closed doors,

or closed windows; or
(2) the thawing of snow, sleet, or ice on the building.

2. The term Underground Water Damage – Limited Additional Coverage means coverage afforded by this section of this coverage form for direct physical loss or damage to covered property caused by:
 - (1) water that has been accidentally discharged or leaked from fire hydrants or public underground water supply mains; or
 - (2) water that has been accidentally discharged or leaked from any other plumbing system or device; or
 - (3) water under the surface of the ground:
that presses on, flows, or seeps through:
 - (a) foundations, walls, floors, or paved surfaces;
 - (b) basements, whether paved or not; or
 - (c) doors, windows, or other openings.
3. This Interior and Underground Water Damage – Limited Additional Coverage is within, not in addition to, the limits of insurance provided by this policy. Under this Interior and Underground Water Damage – Limited Additional Coverage, except as provided elsewhere in this Interior and Underground Water Damage – Limited Additional Coverage, the most we will pay for all loss or damage arising from one occurrence or event is set forth in the Table of Coverages.
4. The Interior and Underground Water Damage – Limited Additional Coverage will also apply to the cost to tear out and replace any part of, and remove debris from, the Building as needed to repair the Building.
5. The Interior and Underground Water Damage – Limited Additional Coverage extends to the following coverages, provided that you purchased the coverage from us:
 - a. Ordinance or Law;
 - b. Business Income (and Extra Expense) Coverage Form;
 - c. Business Income (Without Extra Expense) Coverage Form;However, except to the extent that paragraph 10 a. applies, the limit of coverage for all loss or damage is as expressed in paragraph 3 and in the Table of Coverages, and any higher or additional limits of coverage provided for these coverages do not apply.
6. The Interior and Underground Water Damage – Limited Additional Coverage does not extend to loss or damage under the following coverages, even if you purchased these coverages from us, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
 - a. Pollutant Clean Up and Removal Coverage
 - b. Newly Acquired or Constructed Property Coverage
 - c. Business Income From Dependent Properties
 - d. Additional Coverage - Collapse
 - e. Public Water Supply Systems – Additional Limited Coverage
 - f. The Business Personal Property at Unspecified Locations Coverage
 - g. Flood Coverage Endorsement; Flood Coverage Schedule and Changes; Flood Limited Additional Coverage.
 - h. Additional Coverage – Limited Additional Coverage for “Fungus,” Wet Rot, Dry Rot, and Bacteria.
7. Under this coverage we will not pay for:
 - (a) Loss or damage caused by leaks or discharge from lawn sprinkler systems.
 - (b) Loss or damage to the system from which water escapes.

8. Exclusions and Limitations:

All Exclusions, Limitations, Terms, and Conditions of the Causes of Loss – Special Form, the Building and Personal Property Coverage Form, and the Condominium Association Coverage Form, whichever you have purchased, apply to this Interior and Underground Water Damage – Limited Additional Coverage, except that B. Exclusions 1. g. Water of the Causes of Loss – Special Form does not apply to this Interior and Underground Water Damage – Limited Additional Coverage.

However, except as specifically provided in this Interior and Underground Water Damage – Limited Additional Coverage, we will not pay under this Interior and Underground Water Damage – Limited Additional Coverage for loss or damage caused 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.

1. Water.

- (a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (b) Mudslide or mudflow;
- (c) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump, or related equipment;
- (d) Waterborne material carried or otherwise moved by any of the water referred to in Exclusion 1. (a), or (c), or material carried or otherwise moved by mudslide or mudflow, except to the extent:
 - (1) that waterborne material carried or otherwise moved by any of the water referred to in Exclusion 1. (a) causes or contributes to causing Interior and Underground Water Damage; or
 - (2) that Interior and Underground Water Damage causes or contributes to causing the carriage or other movement of waterborne material.

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

2. Sump overflow. Sump overflow that does not occur concurrently with the Interior and Underground Water Damage.

3. "Fungus," Wet Rot, Dry Rot, and Bacteria, as such terms are defined in the Causes of Loss – Special Form. However, this exclusion does not apply when "fungus," wet rot, dry rot, or bacteria results from Interior and Underground Water Damage.

Exclusions 1 (a)-(d) and 2 apply regardless of the proximity of the water (including flood) to covered property, and regardless of whether any of the excluded occurrences or events is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall, or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

9. Interior and Underground Water Damage is not a "specified cause of loss" as the term "specified cause of loss" is defined in the Causes of Loss – Special Form. The full extent of the coverage that you have purchased from us for loss or damage caused by water discharge from Interior and Underground Water Damage – Limited Additional Coverage is expressed in this Section.

10. Sole and Multiple Causes; Application of Limits and Co-Insurance; Deductibles

- a. If water discharge from the occurrence or event described in paragraph 1 or 2 results in a "specified cause of loss" as defined in the Causes of Loss – Special Form, then the applicable limit is increased to the limit specified in the Property Declarations for the loss or damage. However, the co-insurance condition will not apply to the loss or damage.

The Deductible amount for this Interior and Underground Water Damage – Limited Additional Coverage is **\$10,000**, unless a higher Deductible is shown in the Property Declarations applicable to the covered building(s). The deductible amount applies separately to each occurrence or event. However, if, under subparagraph a. the

limit of coverage available for the loss or damage is stated in the Property Declarations, then only the Deductible amount applicable to that limit will apply.

AMENDMENTS TO THE BUSINESS INCOME COVERAGE FORMS

The following changes are made to the Business Income (Without Extra Expense) Coverage Form and the Business Income (And Extra Expense) Coverage Form if one of these coverage forms is included in your policy:

AMENDMENTS TO A. COVERAGE

PROPERTY DISTANCE EXTENSION

The property distance limitations in **A.** Coverage are increased from 100 feet to **1,000** feet. Payments under this Additional Coverage will not increase the applicable limit of insurance.

AMENDMENTS TO ADDITIONAL COVERAGES

1. The following is added as the final paragraph of:

A.4.d. of the Business Income (Without Extra Expense) Coverage Form; and

A.5.c.: of the Business Income (And Extra Expense) Coverage Form.

EXTENDED BUSINESS INCOME TIME PERIOD

(3) Additional days for "Business Income" and "Rental Value"

Under the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, we will add **150** days to the number of days otherwise provided by this policy for Extended Business Income under **(1)(b)(ii)** and/or **(2)(b)(ii)**.

2. The following Additional Coverages are added to forms Business Income (And Extra Expense) **A.5.** and Business Income (Without Extra Expense) **A.4.:**

ORDINANCE OR LAW - INCREASED PERIOD OF RESTORATION ADDITIONAL COVERAGE

A. If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the "period of restoration" resulting from a "suspension" of your "operations" caused by or resulting from the enforcement of any ordinance or law that:

1. Regulates the construction or repair of any property;
2. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
3. Is in force at the time of loss.

However, coverage is not extended to include loss caused by or resulting from the enforcement of or compliance with any ordinance or law which requires:

- a. The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- b. Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria. This exclusion of "fungus," wet or dry rot, or bacteria does not apply when "fungus", wet rot or dry rot results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.

B. For this Increased Period of Restoration Additional Coverage, the Period of Restoration definition is replaced by the following:

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

a. Begins:

- (1)** 72 hours after the time of direct physical loss or damage for Business Income coverage; or
- (2)** Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

- (1)** The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (2)** The date when business is resumed at a new permanent location, or
- (3)** One year after the date of direct physical loss or damage, unless this time period is modified by a AMENDMENT OF LIMITS AND DEDUCTIBLES attached to your policy.

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

- C. The Ordinance or Law Exclusion does not apply to losses otherwise covered by this Increased Period of Restoration Coverage.

TENANT MOVE BACK COSTS AND EXPENSES

We will pay for reasonable and necessary costs and expenses incurred by you to relocate your tenant from a temporary location away from the Scheduled Premises back to a vacant premises at the Scheduled of Designated Premises leased under a written real estate lease provided that:

1. the vacancy occurred while such portion of the building could not be occupied due to direct physical loss of or damage to insured property; and
2. such tenant moves back within **60** days after the portion of such building has been repaired or rebuilt.

The most we will pay under this additional Tenant Move Back Costs and Expenses Coverage is the limit shown in the Table of Coverages. Such limit is in excess of all amounts under any other valid and collectible insurance available to your or your tenant(s).

ADDITIONS TO COVERAGE EXTENSION

The following Coverage Extensions are added to forms Business Income (And Extra Expense) **A.6.** and Business Income (Without Extra Expense) **A.5.:**

1. BUSINESS INCOME - DEPENDENT PROPERTIES

- (1) We will pay up the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for the actual loss of business income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss or damage to "dependent property" caused by or resulting from a Covered Cause of Loss. We will not pay more than **3%** of this limit for each day's "suspension" of "operations" due to loss arising from any one location.
- (2) For Coverage provided under this Business Income - Dependent Properties Coverage Extension, the following replaces the Resumption of Operations provision in the Loss Determination Loss Condition: We will reduce the amount of your Business Income Loss, other than Extra Expense, to the extent you resume operations, in whole or in part, by using any other available:
 - (a) Source of materials; or
 - (b) Outlet of your products.We will reduce your Extra Expense loss to the extent that you can return "operations" to normal and discontinue such Extra Expense.
- (3) Definitions:
 1. The following definition is added:

"Dependent Property" means property operated by others whom you depend on to:

 - a. Deliver materials or services to you or to others for your account (Contributing Locations.) With respect to Contributing Locations, Services does not mean water, communication or power supply services;
 - 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. The "Period of Restoration" Definition, only with respect to "dependent property," is replaced by the following:

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

 - a. Begins **72** hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
 - b. Ends on the earlier of the following:
 - (i) The date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality, or
 - (ii) One year after the date of the direct physical loss or damage.

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

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants," or
- (c) 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 or dry rot, or bacteria. This exclusion of "fungus," wet or dry rot, or bacteria does not apply when "fungus", wet rot or dry rot results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.

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

2. ACTUAL LOSS SUSTAINED COVERAGE EXTENSION:

LIMITS OF INSURANCE - ACTUAL LOSS SUSTAINED

Only as respects the coverage provided by this Actual Loss Sustained Coverage Extension, the following replaces Section **B. Limits of Insurance**:

ACTUAL LOSS SUSTAINED BASIS OF COVERAGE

Under this Actual Loss Sustained Coverage Extension, we will pay for loss of **Business Income, Extra Expense, or both** on an Actual Loss Sustained basis. This means that the most we will pay for any one occurrence is the actual loss of Business Income, the actual Extra Expense, or both that you sustain during the "period of restoration" and that occurs within **12** consecutive months after the date of direct physical loss or damage. This **12**-month limit replaces the limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense, and applies unless this **12**-month time period is modified by a AMENDMENT OF LIMITS AND DEDUCTIBLES endorsement attached to your policy which provides a different period of coverage.

All references to *Limit of Insurance shown in the Declarations* in the Business Income and Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form do not apply.

3. ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS - OPTIONAL PERIOD(S) OF COVERAGE

As respects the Actual Loss Sustained Coverage as it relates to forms Business Income(And extra Expense) **A.5.b.** and Business Income(Without Extra Expense) **A.4.c.** **ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS**, the following is added as the last paragraph:

The most we will pay for any one occurrence is the actual loss of Business Income, Extra Expense, or both that you sustain during the "period of restoration" that occurs within **12** consecutive months after the date of direct physical loss or damage, unless a AMENDMENT OF LIMITS AND DEDUCTIBLES modifies this period of coverage.

4. Only as respects the Actual Loss Sustained Coverage Extension provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD the following are

DELETIONS FROM COVERAGE EXTENSION:

The following wording is deleted from section **A.6. Coverage Extension** of the Business Income (and Extra Expense) Coverage Form and **A.5. Coverage Extension** of the Business Income (without Extra Expense) Coverage Form:

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

NEWLY ACQUIRED LOCATIONS

The following wording is deleted from section **A.6. Coverage Extension** of the Business Income (and Extra Expense) Coverage Form and **A.5. Coverage Extension** of the Business Income (without Extra Expense) Coverage Form:

The Additional Condition, Coinsurance, does not apply to this Extension.

ADDITIONAL CONDITION AND OPTIONAL COVERAGES

D. Additional Condition and **E.** Optional Coverages are deleted in their entirety.

5. Only as respects the Actual Loss Sustained Coverage Extension provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, the following is added:

DEFINITION

“**Period of Restoration**” means the period of time that:

- a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage for Business Income coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
- b. Ends on the earlier of:
 - (1) The time when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The time when business is resumed at a new permanent location, or
 - (3) 12 months after the time of direct physical loss or damage, unless this time period is modified by a AMENDMENT OF LIMITS AND DEDUCTIBLES attached to your policy which provides a different period of coverage.

“Period of restoration” 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; 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,” 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 “fungus,” wet or dry rot, or bacteria. This exclusion of “fungus,” wet or dry rot, or bacteria does not apply when “fungus”, wet rot, dry rot or bacteria results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.



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POLICYHOLDER NOTICE

NOTE: No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

NOTE: Whether some or all of the referenced forms/endorsements are included in your policy depends on the particular policy and/or coverages. Accordingly, some or all of the referenced forms/endorsements may or may not apply. You should read your policy and review your Declarations Page for complete information on the coverages you are provided.

The areas within the policy that broaden or reduce coverage and other changes are highlighted below.

Following is a **summary** of the significant changes in the upcoming renewal of your **Commercial Property** insurance policy.

REBRANDED POLICIES RENEWAL TABLE

Revised Property Forms Number and Edition Date			
Tier	Prior Form	Rebranded Form (Edition 08/21)	Comments
Level 1 (Silver)	PACK & HABIT 01	PACK	HABIT 01 has been combined with PACK and is no longer only limited to apartment risks
Level 2 (Gold)	PACKC	PACKGOLD	Now applicable to all habitational risks not just condos and coop's
Level 3 (Platinum)	PROG H	PROG PLAT	Now be used as the higher tier version of any risk specific form excluding restaurants



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COMMERCIAL PROPERTY **GNV ENHANCED COVERAGE ENDORSEMENTS**

BROADENING OF COVERAGE / CLARIFICATION OF COVERAGE

- **PACK** - Enhanced Property Coverage Endorsement
- **PACKGOLD** - Enhanced Property Coverage Endorsement Habitational GOLD
- **PACKR** - Enhanced Property Coverage Endorsement for Restaurants
- **PACK H P** - Hospitality Program - Enhanced Property Coverage Endorsement
- **CLUB PACK** - Private Club Program Enhanced Property Coverage Endorsement
- **SHOP PACK** - Premier Shopping Center Pack Enhanced Property Coverage Endorsement for Shopping Centers - Lessors Risk
- **PREMO PAK** - Premier Office Pak Enhanced Property Coverage Endorsement for Office Buildings - Lessors Risk
- **PROGPLAT**- PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM
- **PROGR** - PROTECTO-GUARD Enhanced Property Coverage Endorsement for Restaurants

The following revisions apply to GNY enhanced property coverage endorsement listed above, unless otherwise indicated below: broaden coverage, editorial changes, and clarification of coverage :

- Showing the appropriate limits of insurance in the Table of Coverages for ease of reference.
- Increased the Business Income Extended Business Income limit from 180 to 210 days
- Increased the sublimit to \$25,000 for Business Personal Property at Unspecified Locations (PREMO PAK)
- Increased coverage limit for Personal Effects & Property of Others from \$2,500 to \$5,000 per person (PREMO PAK)
- Added new coverage, Interior & Underground Water Damage with sublimit of \$25,000 (PREMO PACK & SHOP PACK)
- Added new coverage, Elevator Collision for Personal Property of Others with sublimit of \$25,000 (PACK H P & SHOP PACK)
- Providing consistent language across all endorsements
- Editorial changes on all enhanced coverage forms for Outdoor Fences, Trees, Shrubs and Plants in Table of Coverages to include fences and updated the deductible to follow the Property deductible
- Editorial change updated the coverage description for Business Personal Property at Unspecified Locations to match all enhancement coverage forms that included this coverage
- Clarification of coverage for Lost & Stolen Key added omitted limit in Table of Coverages (PREMO PAK and SHOP PACK)
- Clarification of coverage for Tenant Building Glass Coverage updated language coincide with ISO Tenant Glass endorsement on enhancements coverage forms where coverage is included.



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- Updated on all enhanced coverage forms to coincide with ISO coverage form under section refer for PROPERTY NOT COVERED of "Electronic Data" citation of ISO language update: language change (This paragraph, n., does not apply to your "stock" of prepackaged software, add (or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.)
- Editorial changes on all enhanced coverage forms the removal of duplication of deductible language/reference within the enhanced forms
- Editorial change removal duplication of additional Actual Loss Sustained optional Language from PREMO PAK, language already exists on LIMDED
- Editorial correction on all enhanced coverage forms updated coverage forms names referenced under debris removal language for Public Water and Interior & underground Water Damage
- The following coverages are updated to provided clarification of coverage on enhancements coverage forms where coverage is included.: Tenant Move Back, Storage/Maintenance Buildings/Sheds and Lost Lease.
- Valuable Papers language updated on PREMO PAK to be consistent with our property enhancements forms and provided clarification of coverage
- Removed stipulation requiring a business personal property limit for accounts receivable, and Fine art on all enhanced coverage forms.
- Updated on all enhanced coverage forms for Ordinance or Law coverage: add language to introduce new form for B&C Coverage when new Ordinance or Law endorsement if attached to policy of the applicable coverage and limits.



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ENHANCED PROPERTY COVERAGE ENDORSEMENT – PACK (08/21)

In addition to the changes listed above to the Enhanced Property Coverage Endorsement, we have rebranded and broaden the coverage form by combining our Habitational Specialty Coverage Endorsement (HABIT01) into 1 form with its coverages (Storage/Maintenance Buildings/Sheds, etc., Lost OR Stolen Key Coverage and Ordinance or Law – Increased Period of Restoration) and discontinued the HABIT01 form, any policy with this enhancement form broadens coverage without attaching the additional form.

ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD – PACKGOLD (08/21)

In addition to the changes listed above to the Enhanced Property Coverage Endorsement Habitational GOLD, we have rebranded the coverage endorsement from Enhanced Property Coverage Endorsement for Condominiums and Cooperatives to Enhanced Property Coverage Endorsement Habitational GOLD, with this change it expands eligible risk. The following additional coverages was added: from PROTECTO-GUARD Program: Lost Lease Coverage, Interior & Underground Water, Tenant Move Back with limit of \$25,000. Increased limits of insurance to \$25,000 on Fine Art and Valuable Paper coverages.

PROTECTO-GUARD ENHANCED PROPERTY COVERAGE ENDORSEMENT PLATINUM – PROGPLAT (08/21)

In addition to the changes listed above to the PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM, we have rebranded the coverage endorsement from PROTECTO-GUARD Enhanced Property Coverage Endorsement for Habitational Properties to PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM, with this change it expands eligible risk. We have increased the limits in our rebranded habitational endorsements to ensure that our better enhancement endorsements (PROG Platinum) always as either higher or equal limits to our PACK enhancements.

The changes include:

- Increased limits of insurance: Lost or Stolen Key, Outdoor Signs, Personal Effects and Property of Others, Property Off-Premises, Fire Protection Equipment Recharge, Fire Department Service Charge and Business Income - Dependent Properties coverages.
- Added deductible language for of \$1,000 for all coverages otherwise indicated in form in lieu of defaulting to the all other peril deductible and add (***) under the TOC of applicable coverage to the deductibles
- Updated Flood coverage language to moderate flood zones, as indicated by National Flood Insurance Program, and to require moderate flood zone B as well as moderate flood zones Shaded X, and X 500 to be covered if scheduled. And carryover from citation of ISO language from CP 1065 of the limitation before or within 72 hours after the inception date of this endorsement.
- Add additional ALS options & language for 18 & 30 months
- Updated computer coverage language to provide clarification for extra expense of Computer Hardware or Computer Media.



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PROTECTO-GUARD ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR RESTAURANTS – PROGR (08/21)

In addition to the changes listed above to the PROTECTO-GUARD Enhanced Property Coverage Endorsement for Restaurants. We have increased the limits and added coverages to ensure that our better enhancement endorsements (**PROGR**) always as either higher or equal limits to our PACK enhancements.

The following coverages are updated to provided clarification of coverage: Debris Removal, Fine Arts, Accounts receivable, Valuable Papers, Newly Acquired or Constructed Property Building & Business Personal Property and updated referenced language for coverage limit to refer Table of Coverage.

Additional updates include:

- Added deductible language for of \$1,000 for all coverages otherwise indicated in form in lieu of defaulting to the all other peril deductible and add (***) under the TOC of applicable coverage to the deductibles
- Updated Flood coverage language to moderate flood zones, as indicated by National Flood Insurance Program, and to require moderate flood zone B as well as moderate flood zones Shaded X, and X 500 to be covered if scheduled. And carryover from citation of ISO language from CP 1065 of the limitation before or within 72 hours after the inception date of this endorsement.
- Property in Transit added clarification language coverage does not apply to fine arts.
- Sewers and Drains Backup coverage updated with a submit limit of \$250,000
- Increased limits of insurance for the following coverages to match PACKR in Table of Coverages:
 - o Business Income - Extended Business Income to 210 days
 - o Outdoor Fences, Trees, Shrubs and Plants to \$2,500
 - o Property Distance Extension to 1,000 feet
- Added Money & Securities coverages to match PACKR including clarification of except as described in 4. of this Coverage Extension as respects Money Orders and Counterfeit Paper Currency.

ACTUAL LOSS SUSTAINED ENDORSEMENT – CP ALS (08/21)

Added additional options for Actual Loss Sustained (“ALS”) for period of 18 & 30 months and updated “Period of Restoration” carried over from ISO language: Increased Period of Restoration language change (definition change adding “or compliance with”)

CONDITIONAL: REDUCTION OF COVERAGE/CLARIFICATION OF COVERAGE

The following changes are reduction of coverage applicable to the enhanced coverage endorsements indicated below:

- Earthquake and Flood base deductible was increased from \$10,000 to \$25,000, applicable to the following enhancements:
 - o **PROGPLAT** - PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM
 - o **PROGR** - PROTECTO-GUARD Enhanced Property Coverage Endorsement for Restaurants



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- Sewer and Drain Backup, Interior and Underground Water, Earthquake and Flood Coverage added language for deductible, If the AOP deductible is higher than the deductible shown on the enhancement, then the higher deductible will apply, applicable to the following enhancements:
 - **PROGPLAT** - PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM
- Sewer and Drain Backup, Earthquake and Flood Coverage added language for deductible, If the AOP deductible is higher than the deductible shown on the enhancement, then the higher deductible will apply, applicable to the following enhancements:
 - **PROGR** - PROTECTO-GUARD Enhanced Property Coverage Endorsement for Restaurants
- Sewer and Drain Backup Coverage added language for deductible, If the AOP deductible is higher than the deductible shown on the enhancement, then the higher deductible will apply, applicable to the following enhancements:
 - **PACK** - Enhanced Property Coverage Endorsement
 - **PACKGOLD** - Enhanced Property Coverage Endorsement Habitational GOLD
 - **PACKR** - Enhanced Property Coverage Endorsement for Restaurants
 - **PACK H P** - Hospitality Program - Enhanced Property Coverage Endorsement
 - **CLUB PACK** - Private Club Program Enhanced Property Coverage Endorsement
 - **SHOP PACK** - Premier Shopping Center Pack Enhanced Property Coverage Endorsement for Shopping Centers - Lessors Risk
 - **PREMO PAK** - Premier Office Pak Enhanced Property Coverage Endorsement for Office Buildings - Lessors Risk
- Removal of Computer Fraud Coverage as this coverage is included in our Cyber Suite Program, applicable to the following enhancements:
 - **PREMO PAK** - Premier Office Pak Enhanced Property Coverage Endorsement for Office Buildings - Lessors Risk
 - **SHOP PACK** - Premier Shopping Center Pack Enhanced Property Coverage Endorsement for Shopping Centers - Lessors Risk
 - **PROGPLAT** - PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM
- Business Personal Property at Unspecified Locations coverage limit will no longer be automatically increased to \$500,000, when PROTECTO-GUARD CHANGES ENDORSEMENT (PROCHA) is attached to the policy, applicable to the following enhancements:
 - **PROGPLAT** - PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM

PRIVATE CLUB PROGRAM ENHANCED PROPERTY COVERAGE ENDORSEMENT – CLUB PACK (08/21)

In additional to the changes listed above to the Enhanced Property Coverage Endorsement, we have removed the duplication of coverage that are already included in Private Club Program Crime Coverage endorsement (Employee Dishonesty, Forgery & Alterations, Money & Securities) when both are attached to a policy.

Note: This maybe a reduction of coverage if the Private Club Program Crime Coverage endorsement is not attached to the policy.



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OTHER CHANGES

CYBER INCIDENT EXCLUSION ENDORSEMENT – CP CYBEX (08/21)

When this endorsement is attached to your policy, it generally excludes direct physical loss of or damage to Covered Property resulting from a cyber incident; however, if a cyber incident as described in this exclusion results in fire or explosion, we will pay for the loss or damage to Covered Property caused by that fire or explosion subject to the applicable limits of insurance.

This exclusion does not apply to the extent that coverage is provided in the:

- Additional Coverage – Electronic Data; or
- Additional Coverage – Interruption of Computer Operations.
- Additional Coverage Computer Coverage
- Equipment Breakdown Enhancement Endorsement Computer Equipment, Data Restoration, or unauthorized instruction.

This exclusion also does not apply to the Cyber Suites Coverage if such coverage is attached to your policy.

INCLUDE DESIGNATED ESTATE MANAGERS AS EMPLOYEES ENDORSEMENT – REME (08/21)

Editorial revisions and format changes: updated referenced coverage forms to new rebranded name.

PROTECTO-GUARD FLOOD LOCATIONS SCHEDULE – PROFLOSCH (08/21)

Editorial changes updated schedule to coincide with changes for Flood zones and included option to apply Underlying Insurance Waiver.

GNY INSURANCE GROUP

Extended Replacement Cost Endorsement

This endorsement changes the:
Building and Personal Property Coverage Form
Condominium Association Coverage Form

The following is added as a Coverage Extension:

Extended Replacement Cost

1. If the Limit of Insurance shown in the Declarations for Building is inadequate to pay the full amount of a covered Building loss, under this Coverage Extension:
 - (a) Subject to (b) immediately below, we will pay that part of the otherwise covered Building loss that exceeds the applicable Building Limit.
 - (b) The most we will pay under this Coverage Extension is 25% of the applicable Building Limit shown in the Declarations.
2. This Coverage Extension does not:
 - (a) Apply to, or
 - (b) Change or increase our liability for:
any limit, sublimit, additional coverage, coverage extension, or endorsement, other than:
 - (1) The Building Limit, or
 - (2) Ordinance or Law Coverage A (if applicable.)
3. Ordinance or Law Coverage A. (if applicable) is included within, not in addition to, the 25% of the building limit provided by this Coverage Extension.
4. Additional Conditions, 1. Coinsurance, of the Building and Personal Property and Condominium Association Coverage Form is waived for Building Coverage.

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

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

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

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

A. Coverage

1. Business Income

Business Income means the:

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

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

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

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

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

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

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

2. Extra Expense

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

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

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

- (2) Minimize the "suspension" of business if you cannot continue "operations".

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

3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Limitation – Interruption Of Computer Operations

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

5. Additional Coverages

a. Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

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 necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) 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
- (2) 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.

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 four consecutive weeks from the date on which such coverage began.

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:

- (1) Four consecutive weeks after the date of that action; or
 - (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

b. Alterations And New Buildings

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

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

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

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

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

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (1)(a) above.

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

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

(2) "Rental Value"

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

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (2)(a) above.

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

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

d. Interruption Of Computer Operations

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

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations does not apply based on Paragraph **A.4.d.** therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

6. Coverage Extension

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

Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;

- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

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

The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

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

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

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

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

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

1. Appraisal

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

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

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

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

2. Duties In The Event Of Loss

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

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

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

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

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
 - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

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

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

D. Additional Condition

COINSURANCE

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

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

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

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

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

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

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

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

Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
The Coinsurance percentage is: 50%
The Limit of Insurance is: \$ 150,000
The amount of loss is: \$ 80,000

Step (1): $\$400,000 \times 50\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)
Step (2): $\$150,000 \div \$200,000 = .75$
Step (3): $\$80,000 \times .75 = \$60,000$

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

Example 2 (Adequate Insurance)

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

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

This condition does not apply to Extra Expense Coverage.

E. Optional Coverages

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

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
 - (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
 - (2) The Limit Of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

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

Example

When: The Limit of Insurance is:	\$ 120,000
The fraction shown in the Declarations for this Optional Coverage is:	1/4
The most we will pay for loss in each period of 30 consecutive days is:	\$ 30,000
(\$120,000 x 1/4 = \$30,000)	
If, in this example, the actual amount of loss is:	
Days 1–30:	\$ 40,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 90,000
We will pay:	
Days 1–30:	\$ 30,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

- a. To activate this Optional Coverage:
 - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
 - (a) During the 12 months prior to the date of the Work Sheet; and

- (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
 - (a) The Coinsurance percentage shown in the Declarations; multiplied by
 - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.
- b. The Additional Condition, Coinsurance, is suspended until:
 - (1) 12 months after the effective date of this Optional Coverage; or
 - (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
 - (1) Within 12 months of the effective date of this Optional Coverage; or
 - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
 - (1) The Business Income Limit of Insurance; divided by
 - (2) The Agreed Value.

Example

When: The Limit of Insurance is:	\$ 100,000
The Agreed Value is:	\$ 200,000
The amount of loss is:	\$ 80,000
Step (1):	$\$100,000 \div \$200,000 = .50$
Step (2):	$.50 \times \$80,000 = \$40,000$

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

4. Extended Period Of Indemnity

Under Paragraph **A.5.c.**, **Extended Business Income**, the number 60 in Subparagraphs **(1)(b)** and **(2)(b)** is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

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

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

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

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

"Period of restoration" does not include any increased period required due to the enforcement of 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 "pollutants".

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

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - FUNGUS, WET ROT, DRY ROT AND BACTERIA

This endorsement modifies insurance provided under the following:

- CAUSES OF LOSS - BASIC FORM
- CAUSES OF LOSS - BROAD FORM
- CAUSES OF LOSS - SPECIAL FORM

SCHEDULE *

Revised Limit	\$	<u>50,000</u>
Separate Premises Or Locations Option	YES	<input checked="" type="checkbox"/>
	NO	<input type="checkbox"/>
If YES, describe the separate premises or locations:		
001/001 , 001/002 , 001/003 , 001/004 , 001/005 , 001/006 , 001/007 , 001/008 , 001/009 , 001/010 , 001/011 , 001/012 , 001/013 , 001/014		
Business Income/Extra Expense - Revised number of days		<u>60</u>
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.		

- A.** In the Limited Coverage For Fungus, Wet Rot, Dry Rot And Bacteria, the amount of \$15,000 is deleted and replaced by the amount indicated in the Schedule.
- B.** If the Schedule indicates that the Separate Premises Or Locations Option applies, then the amount of coverage (\$15,000, unless a higher amount is shown in the Schedule) is made applicable to separate premises or locations as described in the Schedule. For each premises or location so described, the amount of coverage is an annual aggregate limit, subject to the terms set forth in Paragraph 3. of the Limited Coverage For Fungus, Wet Rot, Dry Rot And Bacteria.
- C.** The coverage provided under this endorsement does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
- D.** Under the Limited Coverage For Fungus, Wet Rot, Dry Rot And Bacteria, in the section applicable to Business Income and/or Extra Expense coverage, the number of days (30 days) in both paragraphs is deleted and replaced by the number of days indicated in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - FUNGUS, WET ROT, DRY ROT AND BACTERIA

This endorsement modifies insurance provided under the following:

- CAUSES OF LOSS - BASIC FORM
- CAUSES OF LOSS - BROAD FORM
- CAUSES OF LOSS - SPECIAL FORM

SCHEDULE *

Revised Limit	\$	<u>50,000</u>
Separate Premises Or Locations Option	YES	<input checked="" type="checkbox"/>
	NO	<input type="checkbox"/>
If YES, describe the separate premises or locations: 001/015 , 001/016 , 001/017 , 001/018 , 001/019		
Business Income/Extra Expense - Revised number of days		<u>60</u>
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.		

- A.** In the Limited Coverage For Fungus, Wet Rot, Dry Rot And Bacteria, the amount of \$15,000 is deleted and replaced by the amount indicated in the Schedule.
- B.** If the Schedule indicates that the Separate Premises Or Locations Option applies, then the amount of coverage (\$15,000, unless a higher amount is shown in the Schedule) is made applicable to separate premises or locations as described in the Schedule. For each premises or location so described, the amount of coverage is an annual aggregate limit, subject to the terms set forth in Paragraph 3. of the Limited Coverage For Fungus, Wet Rot, Dry Rot And Bacteria.
- C.** The coverage provided under this endorsement does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
- D.** Under the Limited Coverage For Fungus, Wet Rot, Dry Rot And Bacteria, in the section applicable to Business Income and/or Extra Expense coverage, the number of days (30 days) in both paragraphs is deleted and replaced by the number of days indicated in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term policy.
- B.** This endorsement applies to the Covered Property and Coverages for which an Earthquake – Volcanic Eruption Limit Of Insurance is shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations.

C. Additional Covered Causes Of Loss

1. The following are added to the Covered Causes of Loss:
- Earthquake.
 - Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

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

2. If the Earthquake – Volcanic Eruption Coverage Schedule or the Declarations indicates that this endorsement covers Earthquake – Sprinkler Leakage Only, then the Covered Causes of Loss in Paragraph **C.1.** of this endorsement do not apply, and the following apply instead:
- Sprinkler Leakage resulting from Earthquake.
 - Sprinkler Leakage resulting from Volcanic Eruption. Volcanic Eruption means the eruption, explosion or effusion of a volcano.

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

D. Exclusions, Limitations And Related Provisions

- The Exclusions and Limitation(s) sections of the Causes Of Loss Form (and the Exclusions section of the Mortgageholders Errors And Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement, except as provided in Paragraphs **D.2.** and **D.3.** below.
- To the extent that the Earth Movement Exclusion might conflict with coverage provided under this endorsement, the Earth Movement Exclusion does not apply.
- The exclusion of collapse, in the Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, does not apply to collapse caused by Earthquake or Volcanic Eruption.
- The Additional Coverage – Collapse, in the Causes Of Loss – Broad Form, Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, does not apply to the coverage provided under this endorsement. This endorsement includes coverage for collapse caused by Earthquake or Volcanic Eruption.
- We will not pay for loss or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to an Earthquake or Volcanic Eruption.

6. We will not pay for loss or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this insurance.
7. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.
8. We will not pay for loss of or damage to exterior masonry veneer (except stucco) on wood frame walls caused by or resulting from Earthquake or Volcanic Eruption. The value of such veneer will not be included in the value of Covered Property or the amount of loss when applying the Property Damage Deductible applicable to this endorsement.

This limitation, **D.8.**, does not apply if:

- a. The Earthquake – Volcanic Eruption Coverage Schedule or the Declarations indicates that the "Including Masonry Veneer" option applies; or
 - b. Less than 10% of the total outside wall area is faced with masonry veneer (excluding stucco).
9. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land.

E. No Coinsurance

The Coinsurance Condition in this Policy, if any, does not apply to the coverage provided under this endorsement.

Various Coverage Extensions, in the Coverage Form to which this endorsement is attached, require coinsurance. The coinsurance requirement for such Coverage Extensions is eliminated with respect to coverage provided under this endorsement.

F. Limit Of Insurance

1. General Information

The term Limit of Insurance means the Limit of Insurance applicable to Earthquake – Volcanic Eruption for the Covered Property or Coverage under which loss or damage is sustained.

The Earthquake – Volcanic Eruption Coverage Schedule or the Declarations provides information on the Limit of Insurance applicable to Covered Property and Coverages for Earthquake – Volcanic Eruption.

2. Annual Aggregate Limit

The Limit of Insurance for Earthquake – Volcanic Eruption is an annual aggregate limit and as such is the most we will pay for the total of all loss or damage that is caused by Earthquake or Volcanic Eruption in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one Earthquake or Volcanic Eruption during that period of time. Thus, if the first Earthquake or Volcanic Eruption does not exhaust the Limit of Insurance, then the balance of that Limit is available for a subsequent Earthquake(s) or Volcanic Eruption(s).

If a single Earthquake or Volcanic Eruption (as defined in Paragraph **C.** of this endorsement) begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance applicable to the following annual policy period will **not** apply to such Earthquake or Volcanic Eruption.

3. Increased Annual Aggregate Limit Option

If the Earthquake – Volcanic Eruption Coverage Schedule or the Declarations indicates that the Increased Annual Aggregate Limit Option applies, then the following applies instead of Paragraph **F.2.** above:

The Limit of Insurance for Earthquake – Volcanic Eruption is the most we will pay in a single Earthquake or Volcanic Eruption (as defined in Paragraph **C.** of this endorsement) for loss or damage caused by the Earthquake or Volcanic Eruption. If there is more than one Earthquake or Volcanic Eruption in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Earthquake or Volcanic Eruption is two times the Limit of Insurance.

If a single Earthquake or Volcanic Eruption (as defined in Paragraph **C.** of this endorsement) begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance applicable to the following annual policy period will **not** apply to such Earthquake or Volcanic Eruption.

4. Additional Coverages And Coverage Extensions

Amounts payable under an Additional Coverage or Coverage Extension, as set forth in the applicable Coverage Form, do not increase the Limit of Insurance for Earthquake – Volcanic Eruption.

5. Limitation

For property or coverage that is subject to a Blanket Limit on Earthquake – Volcanic Eruption (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations), we will not pay more than we would pay in the absence of such Blanket Limit. Therefore, the maximum amount payable for any such item of property or coverage is the Limit of Insurance or stated value (as shown in a Statement of Values on file with us) specific to that item of property or coverage for Covered Causes of Loss other than Earthquake – Volcanic Eruption.

6. Ensuing Loss

If a Cause of Loss (such as fire) is covered by means of an exception to the Earth Movement Exclusion, in the Causes Of Loss Form, we will also pay for the loss or damage caused by that other Covered Cause of Loss. But the most we will pay, for the total of all loss or damage caused by the Earthquake, Volcanic Eruption and other Covered Cause of Loss, is the Limit of Insurance applicable to such other Covered Cause of Loss. We will **not** pay the sum of the two Limits.

EXAMPLES – ENSUING LOSS

Two examples follow using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes Of Loss – Basic Form (which covers fire) and this Earthquake And Volcanic Eruption Coverage endorsement. A building is damaged by Earthquake, and by Fire which is caused by the Earthquake. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Earthquake – Volcanic Eruption is \$400,000. The Earthquake Deductible amount is \$50,000.

Example 1

The damage due to Earthquake is \$500,000.

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

Payment for Earthquake damage is \$400,000 (\$500,000 damage minus \$50,000 Earthquake deductible = \$450,000; Limit is \$400,000).

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

Total Loss Payment is \$800,000.

Example 2

The damage due to Earthquake is \$800,000.

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

Payment for Earthquake damage is \$400,000 (\$800,000 damage minus \$50,000 Earthquake deductible = \$750,000; Limit is \$400,000).

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

Total Loss Payment is \$500,000.

G. Property Damage Deductible

1. The provisions of Section **G.3.** of this endorsement are applicable to all Coverage Forms except:
 - a. Business Income (And Extra Expense) Coverage Form;
 - b. Business Income (Without Extra Expense) Coverage Form; and
 - c. Extra Expense Coverage Form.
2. If the Declarations indicates that this endorsement covers Earthquake – Sprinkler Leakage Only, then the Deductible set forth in Paragraph **G.3.** of this endorsement does not apply to such coverage. The applicable Deductible for such coverage is the same Deductible that applies to Fire.
3. The Deductible, if any, in this Coverage Part is replaced by the following with respect to Earthquake and Volcanic Eruption:
 - a. **All Policies**
 - (1) The Deductible provisions apply to each Earthquake or Volcanic Eruption.
 - (2) Separate Deductibles are calculated for, and apply to, each building, personal property at each building and personal property in the open. Deductibles are separately calculated and applied even if:
 - (a) Two or more buildings sustain loss or damage;
 - (b) Personal property at two or more buildings sustains loss or damage; and/or
 - (c) A building and the personal property in that building sustain loss or damage.

- (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 Limit of Insurance.
- (4) When property is covered under the Coverage Extension for Newly Acquired or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations for any described premises.
- (5) If there is loss or damage caused by Earthquake or Volcanic Eruption, and loss or damage caused by a Cause of Loss (e.g., fire) that is covered by means of an exception to the Earth Movement Exclusion, then the only applicable Deductible provisions are those stated in this endorsement.

b. Calculation Of The Deductible – Specific Insurance Other Than Builders Risk

(1) Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is that shown in the most recent Statement of Values on file with us.

(2) Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is the latest value shown in the most recent Report of Values on file with us.

However:

- (a) If the most recent Report of Values shows less than the full value of the property on the report dates, we will determine the deductible amount as a percentage of the full value as of the report dates.
- (b) If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the value shown in the most recent Statement of Values on file with us.

c. Calculation Of The Deductible – Blanket Insurance Other Than Builders Risk

(1) Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is that shown in the most recent Statement of Values on file with us.

(2)Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of that property as of the time of loss or damage.

d. Calculation Of The Deductible – Builders Risk Insurance

(1) Builders Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the actual cash value of that property as of the time of loss or damage.

(2) Builders Risk Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is the actual cash value shown in the most recent Report of Values on file with us.

However:

- (a)** If the most recent Report of Values shows less than the actual cash value of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value as of the report date.
- (b)** If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value of the property as of the time of loss or damage.

H. Example – Application Of Deductible In G.3.b.(1) And G.3.c.(1) – For Specific Or Blanket Insurance Other Than Builders Risk (Not Subject To Value Reporting Forms)

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

Building 1 \$500,000

Building 2 \$500,000

Business Personal Property at Building 1 \$250,000

Business Personal Property at Building 2 \$250,000

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

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

The Deductible is 10%.

Building

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

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

Business Personal Property

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

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

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

I. Business Income And Extra Expense Period Of Restoration

This Section I. is applicable only to the Coverage Forms specified below:

- 1. Business Income (And Extra Expense) Coverage Form;
- 2. Business Income (Without Extra Expense) Coverage Form; and
- 3. Extra Expense Coverage Form.

The "period of restoration" definition stated in the Coverage Form, or in any endorsement amending the beginning of the "period of restoration", applies to each Earthquake or Volcanic Eruption. A single Earthquake or Volcanic Eruption is defined in Paragraph C. of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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

EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH FLAT-DOLLAR DEDUCTIBLE)
EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 001 BLDG 101 EDISON GLEN TER 101-116 EDISON GLEN TER EDIS

"Including Masonry Veneer" Option: Yes No

Property Damage Deductible:
Flat-dollar Deductible
OR
Percentage Deductible 5%

Earthquake – Sprinkler Leakage Only

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 002 BLDG 201 EDISON GLEN TER 201-224 EDISON GLEN TER EDIS

"Including Masonry Veneer" Option: Yes No

Property Damage Deductible:
Flat-dollar Deductible
OR
Percentage Deductible 5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 003 BLDG 301 EDISON GLEN TER 301-312 EDISON GLEN TER EDIS

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 004 BLDG 401 EDISON GLEN TER 401-414 EDISON GLEN TER EDIS

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 005 BLDG 501 EDISON GLEN TER 501-524 EDISON GLEN TER EDIS

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH FLAT-DOLLAR DEDUCTIBLE)

EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 006 BLDG 601 EDISON GLEN TER 601-616 EDISON GLEN TER EDIS

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH FLAT-DOLLAR DEDUCTIBLE)
EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 007 BLDG 701 EDISON GLEN TER 701-716 EDISON GLEN TER
EDIS

"Including Masonry Veneer" Option: Yes No

Property Damage Deductible:
Flat-dollar Deductible
OR
Percentage Deductible 5%

Earthquake – Sprinkler Leakage Only

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 008 BLDG 801 EDISON GLEN TER 801-824 EDISON GLEN TER EDIS

"Including Masonry Veneer" Option: Yes No

Property Damage Deductible:
Flat-dollar Deductible
OR
Percentage Deductible 5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH FLAT-DOLLAR DEDUCTIBLE)

EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 009 BLDG 901 EDISON GLEN TER 901-924 EDISON GLEN TER EDIS

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH FLAT-DOLLAR DEDUCTIBLE)
EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 010 BLDG 1001 EDISON GLEN TER 1001-1016 EDISON GLEN TER E

"Including Masonry Veneer" Option: Yes No

Property Damage Deductible:
Flat-dollar Deductible
OR
Percentage Deductible 5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 011 BLDG 1101 EDISON GLEN TER 1101-1124 EDISON GLEN TER E

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 012 BLDG 1201 EDISON GLEN TER 1201-1212 EDISON GLEN TER E

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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

EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH FLAT-DOLLAR DEDUCTIBLE)
EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 013 BLDG 1301 EDISON GLEN TER 1301-1316 EDISON GLEN TER E

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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

EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH FLAT-DOLLAR DEDUCTIBLE)

EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 014 BLDG 1401 EDISON GLEN TER 1401-1415 EDISON GLEN TER E

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 015 BLDG 1501 EDISON GLEN TER 1501-1516 EDISON GLEN TER E

"Including Masonry Veneer" Option: Yes No

Property Damage Deductible:
Flat-dollar Deductible
OR
Percentage Deductible 5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 016 BLDG 1601 EDISON GLEN TER 1601-1616 EDISON GLEN TER E

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 017 BLDG 1701 EDISON GLEN TER 1701-1714 EDISON GLEN TER E

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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

EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH FLAT-DOLLAR DEDUCTIBLE)
EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 018 BLDG 1801 EDISON GLEN TER 1801-1816 EDISON GLEN TER E

"Including Masonry Veneer" Option: Yes No

Property Damage Deductible:
Flat-dollar Deductible
OR
Percentage Deductible 5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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

EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH FLAT-DOLLAR DEDUCTIBLE)

EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 019 BPP 101 EDISON GLEN TER EDISON, NJ 08837-2921

"Including Masonry Veneer" Option:

Yes

No

Property Damage Deductible:

Flat-dollar Deductible

OR

Percentage Deductible

5%

Earthquake – Sprinkler Leakage Only

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EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE (SUB-LIMIT FORM)

PAGE ___ OF ___

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EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH FLAT-DOLLAR DEDUCTIBLE)
EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE (SUB-LIMIT FORM WITH PERCENTAGE DEDUCTIBLE)

Description Of Premises Or Location(s): 001/ 019 BLDG 101 EDISON GLEN TER EDISON, NJ 08837-2921

"Including Masonry Veneer" Option: Yes No

Property Damage Deductible:
Flat-dollar Deductible
OR
Percentage Deductible 5%

Earthquake – Sprinkler Leakage Only

Earthquake – Volcanic Eruption Limit(s) Of Insurance The Limit(s) Of Insurance shown in Section **A** and/or **B** of this Schedule is an annual aggregate limit(s). For an explanation, refer to the Limit Of Insurance provisions in the applicable Earthquake And Volcanic Eruption Coverage (Sub-limit Form).

A. Blanket Limit: \$1,000,000 (EQ Group 1)

(The Blanket Limit applies to all Premises and Locations listed on this page of the Schedule. If a separate Blanket Limit(s) applies at other Premises or Locations, then a separate page(s) of this Schedule will be used to enter the Blanket Limit(s) for such Premises or Locations.)

Check applicable Covered Property/Coverage(s) for Blanket Limit:

<input checked="" type="checkbox"/>	Bldg.	<input type="checkbox"/>	BI (CP 00 32)
<input checked="" type="checkbox"/>	BPP	<input type="checkbox"/>	EE (CP 00 50)
<input checked="" type="checkbox"/>	BI (CP 00 30)	<input type="checkbox"/>	Other: _____

The Blanket Limit does not apply separately to the Premises, Locations, Covered Property or Coverages listed. The Blanket Limit is the most we will pay for all loss or damage to the indicated Covered Property/Coverages at the Premises and Locations listed, subject to all other applicable provisions of the Limit of Insurance section in the applicable Earthquake And Volcanic Eruption Coverage (Sub-limit Form).

B. Separate Limits (If a separate Limit of Insurance is entered in this section of the Schedule, **B.**, for a particular Covered Property/Coverage, that Covered Property/Coverage should NOT be included under a Blanket Limit.)

<u>Premises #1</u>	<u>Premises #2</u>	<u>Premises #3</u>
Bldg. _____	Bldg. _____	Bldg. _____
BPP _____	BPP _____	BPP _____
BI (CP 00 30) _____	BI (CP 00 30) _____	BI (CP 00 30) _____
BI (CP 00 32) _____	BI (CP 00 32) _____	BI (CP 00 32) _____
EE (CP 00 50) _____	EE (CP 00 50) _____	EE (CP 00 50) _____
Other: _____	Other: _____	Other: _____

Increased Annual Aggregate Limit Option: Yes No

Bldg. = Building; BPP = Business Personal Property; BI = Business Income Coverage Form; EE = Extra Expense Coverage Form

CONDOMINIUM ASSOCIATION COVERAGE FORM

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

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

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

A. Coverage

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

1. Covered Property

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

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

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and

(6) 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 a part of the building or structure; and

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

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

b. Your Business Personal Property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

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

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

(3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

But Your Business Personal Property does not include personal property owned only by a unit-owner.

c. Personal Property Of Others that is:

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

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

2. Property Not Covered

Covered Property does not include:

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

- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.**, does not apply to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

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

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

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
 - (c) Remove property of others of a type that would not be Covered Property under this Coverage Form;
 - (d) Remove deposits of mud or earth from the grounds of the described premises;
 - (e) Extract "pollutants" from land or water; or
 - (f) Remove, restore or replace polluted land or water.

- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:

- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

- (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. 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) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

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

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

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

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

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

Example 2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

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

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 = 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary for you to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

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

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

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

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

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

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

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

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in **e.(3)** through **e.(9)** of this Additional Coverage.
- (3) The ordinance or law referred to in **e.(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
 - (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

- (7) With respect to this Additional Coverage:
 - (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
- (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

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

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

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

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

a. Newly Acquired Or Constructed Property

(1) Buildings

You may extend the insurance that applies to Building to apply to:

- (a) Your new buildings while being built on the described premises; and

- (b) Buildings you acquire at locations, other than the described premises, intended for:

- (i) Similar use as the building described in the Declarations; or
- (ii) Use as a warehouse.

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

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

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

- (b) This Extension does not apply to:

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

(3) Period Of Coverage

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

- (a) This policy expires;

- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

- (c) You report values to us.

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

b. Personal Effects And Property Of Others

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

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

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

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

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
- (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
- (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

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

- (1) Fire;
- (2) Lightning;

- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

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

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
 - (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

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

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

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

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal;
- 3. Increased Cost Of Construction; and
- 4. Electronic Data.

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

D. Deductible

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

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

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

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

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

\$ 60,100	
— 250	
<hr/>	
\$ 59,850	Loss Payable – Building 1

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

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

Example 2

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

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

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

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

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

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

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

3. Duties In The Event Of Loss Or Damage

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

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

Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.
- We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
 - c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
 - d. We will not pay you more than your financial interest in the Covered Property.
 - e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
 - f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

- g. We will pay for covered loss or damage to Covered Property within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- (1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

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.

- h. 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, the Valuation and Coinsurance Conditions 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 the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

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

6. 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.

7. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

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

b. Vacancy Provisions

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

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

8. Valuation

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

a. At actual cash value as of the time of loss or damage, except as provided in b. and c. below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value, even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

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

9. 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.

F. Additional Conditions

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

1. Coinsurance

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

a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

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

(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;

(2) Divide the Limit of Insurance of the property by the figure determined in Step (1);

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

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

Example 1 (Underinsurance)

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

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

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

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

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

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

Example 2 (Adequate Insurance)

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

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

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

Example 3

When: The value of the property is:
 Building at Location 1: \$ 75,000
 Building at Location 2: \$ 100,000
 Personal Property at Location 2: \$ 75,000
 \$ 250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is: \$ 180,000

The Deductible is: \$ 1,000

The amount of loss is:

Building at Location 2: \$ 30,000

Personal Property at Location 2: \$ 20,000

\$ 50,000

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

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

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

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

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

2. Mortgageholders

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

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

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

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

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

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

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

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

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

G. Optional Coverages

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

1. Agreed Value

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

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

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

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

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.

- b. The amount of increase will be:

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

Example

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

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.

- b. This Optional Coverage does not apply to:

- (1) Personal property of others;
- (2) Contents of a residence; or
- (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

Under the terms of this Replacement Cost Optional Coverage, personal property owned indivisibly by all unit-owners, and the property covered under Paragraph **A.1.a.(6)** of this Coverage Form, are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

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

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

4. Extension Of Replacement Cost To Personal Property Of Others

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

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

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

H. Definitions

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

COMMERCIAL PROPERTY CONDITIONS

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

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

B. CONTROL OF PROPERTY

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

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

C. INSURANCE UNDER TWO OR MORE COVERAGES

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

D. LEGAL ACTION AGAINST US

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

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

E. LIBERALIZATION

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

F. NO BENEFIT TO BAILEE

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

G. OTHER INSURANCE

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

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

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

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

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

This will not restrict your insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
- However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supercedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 2. Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

CAUSES OF LOSS – SPECIAL FORM

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

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

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

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

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

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

- (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 which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

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

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

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

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

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 or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

d. Nuclear Hazard

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

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

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if 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 but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

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

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

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

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

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

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

This exclusion does not apply:

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

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

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

a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b.** Delay, loss of use or loss of market.
- c.** Smoke, vapor or gas from agricultural smudging or industrial operations.

d.(1) Wear and tear;

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

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

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

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

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

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1)** You do your best to maintain heat in the building or structure; or
 - (2)** You drain the equipment and shut off the supply if the heat is not maintained.
- h.** Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1)** Applies whether or not an act occurs during your normal hours of operation;
- (2)** Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j.** Rain, snow, ice or sleet to personal property in the open.
- k.** Collapse, including any of the following conditions of property or any part of the property:
 - (1)** An abrupt falling down or caving in;
 - (2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3)** Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **(1)** or **(2)** above.

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.

This exclusion, **k.**, does not apply:

- (a)** To the extent that coverage is provided under the Additional Coverage, Collapse; or
 - (b)** To collapse caused by one or more of the following:
 - (i)** The "specified causes of loss";
 - (ii)** Breakage of building glass;
 - (iii)** Weight of rain that collects on a roof; or
 - (iv)** Weight of people or personal property.
 - l.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".
- This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.
- m.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3.** We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.
 - b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c.** Faulty, inadequate or defective:
 - (1)** Planning, zoning, development, surveying, siting;
 - (2)** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3)** Materials used in repair, construction, renovation or remodeling; or
 - (4)** Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

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

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

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

c. Legal Liability Coverage Form

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

(a) Contractual Liability

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

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

(b) Nuclear Hazard

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

5. Additional Exclusion

The following provisions apply only 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. Limitations

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

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

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

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
 - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
 - g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (2) Changes in or extremes of temperature;
 - (3) Disease;
 - (4) Frost or hail; or
 - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

 - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):
- a.** \$2,500 for furs, fur garments and garments trimmed with fur.
 - b.** \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c.** \$2,500 for patterns, dies, molds and forms.
 - d.** \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

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

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

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

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

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

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

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that 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.
- 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:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a.** A building or any part of a building that is in danger of falling down or caving in;
- b.** A part of a building that is standing, even if it has separated from another part of the building; or
- c.** A building that is standing or 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.** Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) 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 **2.a.** through **2.d.**;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in **4.**, 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 and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, 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. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

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

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

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

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

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

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

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

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

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

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

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

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

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following:
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means:
 - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) 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 caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. 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 which 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 the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which 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 **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATIONS ON COVERAGE FOR ROOF SURFACING

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Premises Number	Building Number	Indicate Applicability (Paragraph A. and/or Paragraph B.)
001	001	Paragraph A.
001	003	Paragraph A.
001	004	Paragraph A.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following applies with respect to loss or damage by a **Covered Cause of Loss (including wind and hail if covered)** to a building or structure identified in the Schedule as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

B. The following applies with respect to loss or damage by **wind and/or hail** to a building or structure identified in the Schedule as being subject to this Paragraph **B.**:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATIONS ON COVERAGE FOR ROOF SURFACING

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Premises Number	Building Number	Indicate Applicability (Paragraph A. and/or Paragraph B.)
001	006	Paragraph A.
001	007	Paragraph A.
001	011	Paragraph A.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following applies with respect to loss or damage by a **Covered Cause of Loss (including wind and hail if covered)** to a building or structure identified in the Schedule as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

B. The following applies with respect to loss or damage by **wind and/or hail** to a building or structure identified in the Schedule as being subject to this Paragraph **B.**:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATIONS ON COVERAGE FOR ROOF SURFACING

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Premises Number	Building Number	Indicate Applicability (Paragraph A. and/or Paragraph B.)
001	013	Paragraph A.
001	014	Paragraph A.
001	016	Paragraph A.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following applies with respect to loss or damage by a **Covered Cause of Loss (including wind and hail if covered)** to a building or structure identified in the Schedule as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

B. The following applies with respect to loss or damage by **wind and/or hail** to a building or structure identified in the Schedule as being subject to this Paragraph **B.**:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATIONS ON COVERAGE FOR ROOF SURFACING

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Premises Number	Building Number	Indicate Applicability (Paragraph A. and/or Paragraph B.)
001	017	Paragraph A.
001	018	Paragraph A.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following applies with respect to loss or damage by a **Covered Cause of Loss (including wind and hail if covered)** to a building or structure identified in the Schedule as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

B. The following applies with respect to loss or damage by **wind and/or hail** to a building or structure identified in the Schedule as being subject to this Paragraph **B.**:

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

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

GREATER NEW YORK INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

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

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

Cyber Incident

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

B. Exceptions And Limitations

1. Fire Or Explosion

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

2. Additional Coverage

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

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

3. Electronic Commerce Endorsement

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

4. Equipment Breakdown Enhancement Endorsement

The exclusions in Paragraph **A.** do not apply to the following coverages in the Equipment Breakdown Enhancement Endorsement when attached to your policy:

- a. Computer Equipment;
- b. Data Restoration; or
- c. Unauthorized Instruction.

C. Vandalism

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Standard Property Policy or the Causes Of Loss – Basic, Broad or Special Forms and if applicable to the premises described in the Declarations:

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

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GENERAL LIABILITY DECLARATIONS COMMERCIAL GENERAL LIABILITY COVERAGE PART

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION	EFFECTIVE DATE 07/14/2024	POLICY NUMBER 1129D34590 POLICY PERIOD 07-14-2024 to 07-14-2025 ENDORSEMENT NUMBER
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FORM OF BUSINESS: **ASSOCIATION**

TYPE OF POLICY **OCCURRENCE**

LOCATION OF ALL PREMISES YOU OWN/RENT/OCCUPY THAT WE INSURE UNDER THIS POLICY
SEE DESIGNATION OF PREMISES SCHEDULE

THESE DECLARATIONS ARE COMPLETED ON THE ATTACHED COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE(S).

LIMITS OF INSURANCE

COVERAGE	LIMIT OF LIABILITY
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AGGREGATE LIMITS OF LIABILITY	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; padding: 5px;"> Products/Completed Operations are subject to the General Aggregate Limit. </td> <td style="width: 30%; padding: 5px;"> Products/ Completed Operations Aggregate </td> </tr> <tr> <td style="padding: 5px;"> \$ 2,000,000 </td> <td style="padding: 5px;"> General Aggregate (other than Products/ Completed Operations) </td> </tr> </table>	Products/Completed Operations are subject to the General Aggregate Limit.	Products/ Completed Operations Aggregate	\$ 2,000,000	General Aggregate (other than Products/ Completed Operations)		
Products/Completed Operations are subject to the General Aggregate Limit.	Products/ Completed Operations Aggregate						
\$ 2,000,000	General Aggregate (other than Products/ Completed Operations)						
COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY EACH OCCURRENCE LIMIT	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; padding: 5px;"> \$ 1,000,000 </td> <td style="width: 30%;"></td> </tr> <tr> <td style="padding: 5px;"> DAMAGE TO PREMISES RENTED TO YOU LIMIT </td> <td style="padding: 5px;"> any one premises </td> </tr> <tr> <td style="width: 70%; border-bottom: 1px solid black; padding: 5px;"> \$ 100,000 </td> <td style="width: 30%;"></td> </tr> </table>	\$ 1,000,000		DAMAGE TO PREMISES RENTED TO YOU LIMIT	any one premises	\$ 100,000	
\$ 1,000,000							
DAMAGE TO PREMISES RENTED TO YOU LIMIT	any one premises						
\$ 100,000							
COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY LIMIT	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; padding: 5px;"> \$ 1,000,000 </td> <td style="width: 30%; padding: 5px;"> any one person or organization </td> </tr> </table>	\$ 1,000,000	any one person or organization				
\$ 1,000,000	any one person or organization						
COVERAGE C - MEDICAL PAYMENTS LIMIT	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; padding: 5px;"> \$ 5,000 </td> <td style="width: 30%; padding: 5px;"> any one person </td> </tr> </table>	\$ 5,000	any one person				
\$ 5,000	any one person						

ENDORSEMENTS ATTACHED TO THIS COVERAGE FORM:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Please refer to the Common Dec for applicable taxes and surcharges (if any).

TOTAL ANNUAL PREMIUM- THIS COVERAGE PART INCLUDING ANY LIQUOR LIABILITY AND OWNERS & CONTRACTORS:	PREMISES/ OPER \$ 42,784	PROD/ CP/ OPER \$
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THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III --LIMITS OF INSURANCE FOR DETAILS.

**COMMERCIAL GENERAL LIABILITY
COMMERCIAL GENERAL COVERAGE PART SCHEDULE**

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION		EFFECTIVE DATE 07-14-24	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER	
CLASS CODE 48925	PREMIUM BASIS SWIMMING POOL/EACH		PREMISES/OPERATIONS	
LOCATION 001/001	EXPOSURE 2		RATE	PREMIUM
CLASS DESCRIPTION SWIMMING POOLS (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)			609.036	1,218.00
			PRODUCTS/COMPL OPERATIONS	
			RATE	PREMIUM
				INCL
CLASS CODE 48925	PREMIUM BASIS		PREMISES/OPERATIONS	
LOCATION 001/001	EXPOSURE 2		RATE	PREMIUM
CLASS DESCRIPTION TERRORISM			.025	30.00
			PRODUCTS/COMPL OPERATIONS	
			RATE	PREMIUM
CLASS CODE 60011	PREMIUM BASIS UNITS/EACH		PREMISES/OPERATIONS	
LOCATION 001/001	EXPOSURE 194		RATE	PREMIUM
CLASS DESCRIPTION APARTMENT BUILDINGS - GARDEN (PRODUCTS- COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)			154.408	29,955.00
			PRODUCTS/COMPL OPERATIONS	
			RATE	PREMIUM
				INCL

**COMMERCIAL GENERAL LIABILITY
COMMERCIAL GENERAL COVERAGE PART SCHEDULE**

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION		EFFECTIVE DATE 07-14-24	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER	
CLASS CODE 60011	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION 001/001	EXPOSURE 194	RATE	PREMIUM	
CLASS DESCRIPTION TERRORISM		.025	749.00	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
CLASS CODE 62003	PREMIUM BASIS UNITS/EACH	PREMISES/OPERATIONS		
LOCATION 001/001	EXPOSURE 121	RATE	PREMIUM	
CLASS DESCRIPTION CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		80.159	9,699.00	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			INCL	
CLASS CODE 62003	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION 001/001	EXPOSURE 121	RATE	PREMIUM	
CLASS DESCRIPTION TERRORISM		.025	242.00	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	

**COMMERCIAL GENERAL LIABILITY
COMMERCIAL GENERAL COVERAGE PART SCHEDULE**

THIS POLICY IS ISSUED BY THE
GREATER NEW YORK MUTUAL INSURANCE COMPANY

NAMED INSURED EDISON GLEN CONDOMINIUM ASSOCIATION		EFFECTIVE DATE 07-14-24	POLICY NUMBER 1129D34590 ENDORSEMENT NUMBER	
CLASS CODE 69999	PREMIUM BASIS		PREMISES/OPERATIONS	
LOCATION	EXPOSURE 1		RATE	PREMIUM
CLASS DESCRIPTION EMPLOYERS PRACTICES LIABILITY				246.00
			PRODUCTS/COMPL OPERATIONS	
			RATE	PREMIUM
CLASS CODE 44444	PREMIUM BASIS		PREMISES/OPERATIONS	
LOCATION	EXPOSURE 1		RATE	PREMIUM
CLASS DESCRIPTION IDENTITY RECOVERY				25.00
			PRODUCTS/COMPL OPERATIONS	
			RATE	PREMIUM
CLASS CODE	PREMIUM BASIS		PREMISES/OPERATIONS	
LOCATION	EXPOSURE		RATE	PREMIUM
CLASS DESCRIPTION				
			PRODUCTS/COMPL OPERATIONS	
			RATE	PREMIUM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" 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:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" 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:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.



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POLICYHOLDER NOTICE

NOTE: No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

NOTE: Whether some or all of the referenced forms/endorsements are included in your policy depends on the particular policy and/or coverages. Accordingly, some or all of the referenced forms/endorsements may or may not apply. You should read your policy and review your Declarations Page for complete information on the coverages you are provided.

The areas within the policy that broaden or reduce coverage and other changes are highlighted below.

Following is a **summary** of the significant changes in the upcoming renewal of your **Commercial General Liability** insurance policy.

REBRANDED POLICIES RENEWAL TABLE

Revised General Liability Forms Number and Edition Date			
Tier	Prior Form	Rebranded Form (Edition 01/22)	Comments
Level 1 (Silver)	PAKGL PAKRGL PAKCGL PROGRGL HOSPIT3	SLVRGL	Added definition for Bodily injury and exception to limitation of coverage to designated premises
Level 2 (Gold)	PROG H GL	GOLDGL	Added primary and non-contributory definition
Level 3 (Platinum)	SHOPPAKGL	PLATGL	Added primary and non-contributory definition, & new medical expense limit



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COMMERCIAL GENERAL LIABILITY **GNY ENHANCED COVERAGE ENDORSEMENTS**

BROADENING OF COVERAGE / CLARIFICATION OF COVERAGE

GNY has revised the following enhanced general liability coverage endorsements: broaden coverages, editorial changes, and clarification of coverages:

As we rebranded our Enhanced Commercial General Liability coverage endorsements, similar to the rebranding of our commercial property enhancement endorsements. The rebranded forms will be three offerings (SILVER, GOLD, PLATINUM) for our commercial general liability enhancement endorsements which will be available for all classes of business.

ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT SILVER – SLVRGL (01/22)

The SILVER, Enhanced General Liability Coverage Endorsement was rebranded from Enhanced General Liability Coverage Endorsement, we simplified the number of General Liability enhancement endorsement but offered the same or better coverage as described below. The class specific endorsements have been replaced and the new enhancement endorsement that allows the coverage to be available to all risks. We have broadened the coverage by adding an exception if designated premises endorsement is attached to the policy for leased for annual meetings & executive officers attending trade shows.

A separate Premium Audit Waiver endorsement developed (**AUDWVR**), which will automatically attach to policies where the Audit Waiver was on the prior enhancement.

Discontinued forms:

- Enhanced General Liability Coverage Endorsement for Restaurants (PAKRGL)
- Enhanced General Liability Coverage Endorsement for Condominiums and Cooperatives (PAKCGGL)
- Enhanced General Liability Coverage Endorsement (PAKGL)
- Hospitality Services Enhancement Endorsement (HOSPIT3)
- PROTECTO-GUARD Enhanced General Liability Coverage Endorsement for Restaurants (PROGRGL)

ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT GOLD – GOLDGL (01/22)

The GOLD, Enhanced General Liability Coverage Endorsement was rebranded from PROTECTO-GUARD Enhanced General Liability Coverage Endorsement for Habitational Properties (PROGHGL). Our Commercial General Liability Coverage Enhancement Endorsement was class specific for Habitational risk only. With the rebranding of the enhancement, it is now available to all risks, continues to offer the same coverages, added primary and non-contributory definition and blanket additional insureds, which is broadening for coverage that was in the PROTECTO-GUARD form.



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**ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT PLATINUM –
PLATGL (01/22)**

The PLATINUM, Enhanced General Liability Coverage Endorsement includes all the coverages which are currently provided under the GOLD general liability enhancement and added a few additional coverages that was offered SHOP PAK general liability enhancement. We have increased Medical Expense Limit, Higher limits for supplementary Bail Bonds and Loss of Earnings, Additional Insured Broadened Named Insured and Additional Insured Manger or Supervisor as well as General aggregate limit per location, The new PLATINUM enhanced endorsement will always provide superior coverage then our new Gold enhancement endorsement.

GREATER NEW YORK INSURANCE COMPANIES

CYBER INCIDENT AND DATA PRIVACY EXCLUSIONS ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsements which applies to your renewal policy being issued by us.

FOR USE WITH THE COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE PART

CG 00 69 – Exclusion – Violation Of Law Addressing Data Privacy

When this endorsement is attached to your policy, an exclusion is added to Coverage **A** and Coverage **B** that excludes coverage for bodily injury, property damage or personal and advertising injury that generally arises out of the violation of statutes, ordinances, regulations or other laws generally pertaining to any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information. This exclusion is a reinforcement of coverage intent. Damages related to violations of laws pertaining to data privacy are not intended to be covered under this Coverage Part.

CG 40 35 – Exclusion – Cyber Incident

When this endorsement is attached to your policy, coverage is excluded under Coverage **A** and Coverage **B** with respect to bodily injury, property damage or personal and advertising injury arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.
- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b.** This insurance applies to such liability assumed by the insured;
- c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f.** The indemnitee:

(1) Agrees in writing to:

- (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
- (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c)** Notify any other insurer whose coverage is available to the indemnitee; and
- (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a)** Obtain records and other information related to the "suit"; and
- (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** — Coverage **A** — Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, 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 (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Land (Part Leased To You)
S&R 123 SOUTH MAIN STREET REALTIES, LLC	123 MAIN STREET, EDISON, NJ 08817
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services
1. ALL PROFESSIONAL SERVICES
2.
3.
4.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Premises: AS SHOWN ON DESIGNATION OF PREMISES SCHEDULE</p>
<p>Project Or Operation:</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:
1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
 - b.** This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
 - (1) The "bodily injury" or "property damage":
 - (a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (b) Arises out of the project or operation shown in the Schedule;
 - (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.
 2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
 - b.** This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
 - (1) The offense arises out of your business:
 - (a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) 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;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place 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. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph **B.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V – Extended Reporting Periods**.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) 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;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured 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; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At 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; or

- (ii) At 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 to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

GNY INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BASIC CONSTRUCTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" arising out of construction or demolition operations which are performed by or on behalf of the Named Insured in the course of any job which involves the new construction or demolition of any load bearing wall, floor, ceiling or roof of a building or structure, provided, however, that nothing herein limits, prohibits or restricts insurance coverage for the repair, alteration, maintenance or refurbishing of a load bearing wall, floor, ceiling or roof.

GNV INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY (SEPARATE OCCURRENCE LIMIT WITH NO AGGREGATE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE		
Coverage	Limits Of Insurance	Additional Premium
"Hired Auto" Liability	\$1,000,000	\$31
"Non-Owned Auto" Liability	\$1,000,000	\$154
Information required to complete this schedule, if not shown above, will be shown in the Declarations.		

"Hired Auto" and "Non-Owned Auto" Liability

A. Insurance is provided only for those coverages for which a specific premium charge and limit of insurance is shown in the Declarations or in the Schedule.

1. "Hired Auto" Liability

The insurance provided under Coverage A of the Commercial General Liability Coverage Form, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. "Non-Owned Auto" Liability

The insurance provided under Coverage A of the Commercial General Liability Coverage Form applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.

B. The following applies only to insurance provided by Paragraph A. of this endorsement:

1. The exclusions under the Commercial General Liability Coverage Form, other than Exclusions a., b., d., f. and i. are deleted and replaced by the following:

a. "Bodily injury" to an "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

- 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.

2. **SECTION II - WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment;
- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. Limits of Insurance

For the purpose of "Hired Auto" and "Non-Owned Auto" Liability coverage provided under this endorsement only, SECTION III-LIMITS OF INSURANCE, is deleted and replaced by the following:

LIMITS OF INSURANCE

- A. Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit Of Insurance Shown in the Schedule of this endorsement or in the Declarations. All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "occurrence".
- B. The General Aggregate Limit shown on the Declarations shall not apply.
- C. Notwithstanding any other provision of this Policy to the contrary, this insurance is excess over any other insurance available to the insured.

D. The following additional definitions apply:

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 or borrow. "Hired Auto" does not include any "auto" you lease, hire or borrow:
 - a. From any of your "employees" or members of their households, or from any partner "executive officer" of yours, or
 - b. For a period of six months or more.
3. "Non-Owned Auto" means any "auto" you do not own, lease, hire or borrow that is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

E. The "Hired Auto" and "Non-Owned Auto" Liability coverage provided under this endorsement does not apply to:

Any obligation or liability on the part of any insured for injury, loss, loss of use, cost, damage, or expense:

- a. Under Section C., Medical Payments;
- b. Imposed by any no-fault automobile statute or regulation;
- c. For personal injury protection coverage;
- d. For underinsured or uninsured motorists coverage;
- e. Imposed by any financial responsibility law;
- f. Imposed by law or for coverage related to first-party coverage, i.e., injury, loss, loss of use, cost, damage, or expense to an "insured"; or
- g. Similar coverage or law.

F. For the purposes of this endorsement only, **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2.** Exclusions, paragraph f. Pollution is amended by the addition of the following: This exclusion does not apply for coverage up to the minimum financial responsibility limits specified in N.J.S.A. 39:6B-1.

COMMERCIAL EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART SUPPLEMENTAL DECLARATIONS

GREATER NEW YORK MUTUAL INSURANCE COMPANY

Policy Number: 1129D34590
 Account Number: 29D3459024
 Named Insured: EDISON GLEN CONDOMINIUM

Agent #: 2909583

NOTICE

- EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS COVERAGE PART IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE EPL COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS COVERAGE PART RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE PART CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.
- THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS COVERAGE PART SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

EPL Coverage Period:	From: 07-14-2024 To: 07-14-2025	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy
EPL Aggregate Limit of Liability:	\$ 100,000	Aggregate for all "loss" combined, including "defense costs".
EPL Deductible Amount:	\$ 10,000	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
EPL Original Inception Date:	07-14-2014	(Enter "original inception date".) If no date is shown, "we" will consider the "original inception date" to be the same as the beginning of this Coverage Part.

This insurance does not apply to "loss" arising out of a "wrongful employment act" that: (1) commences on or takes place prior to the "original inception date" shown here, or (2) arises out of incidents or circumstance of which "you" had knowledge prior to the "original inception date" shown.

EPL COVERAGE PREMIUM:	\$ 246
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THIS IS A CLAIMS-MADE AND REPORTED COVERAGE PART.
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EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART

Throughout this Coverage Part (hereinafter referred to as "EPL Coverage Part"), the words "you" and "your" refer to the "named insured(s)" shown in the Supplemental Declarations of this EPL Coverage Part and any other person(s) or organization(s) qualifying as a "named insured" under this EPL Coverage Part. 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 III. WHO IS AN INSURED.

Other words and phrases that appear in "quotations" have special meaning. Refer to SECTION VII. DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions, IL 00 17 are hereby incorporated herein and shall apply to coverage as is afforded by this EPL Coverage Part, unless specifically stated otherwise in an endorsement(s) attached hereto.

SECTION I. WHAT IS COVERED

A. Insuring Agreement

1. "We" shall pay those "losses" arising out of "your" "wrongful employment act" against "your" "employees", "recognized volunteers" and applicants for employment to which this insurance applies. The "wrongful employment act" must commence or take place after the "original inception date", but before the end of the "EPL coverage period". A "claim" or "suit" for a "wrongful employment act" must be first made against "you" during the "EPL coverage period" or any Extended Reporting Period (if applicable) and reported to "us" pursuant to the terms of this EPL Coverage Part.
2. A "claim" or "suit" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - a. When written notice of such "claim" or "suit" is received and recorded by any "insured" or by "us", whichever comes first; or
 - b. When "we" make any settlement in accordance with the terms of this EPL Coverage Part.

B. Defense

1. "We" have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any "insured" for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent.

2. "We" have the right to investigate and settle any "claim" or "suit" that "we" believe is proper. "You" shall be entitled to effectively associate in the defense of any "claim".
3. "We" shall pay all reasonable costs "we" ask the "insured" to incur while helping "us" investigate or defend a "claim" or "suit". "We", however, will not pay more than \$100 per day for earnings lost by the "insured" because of time taken off from work.
4. "We" shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered "suit". "We" shall only pay, however, for bonds valued up to "our" Aggregate EPL Limit of Liability. "We" shall have no obligation to appeal or to obtain these bonds.
5. Payments for "defense costs" are included within the Aggregate EPL Limit of Liability. They are not in addition to the Aggregate EPL Limit of Liability. "Our" duty to defend or to make payment of any "claim" or "suit" pursuant to paragraphs 1-4 above, ends after the Aggregate EPL Limit of Liability has been exhausted by payment of "loss", including "defense costs".
6. "We" shall pay all interest on that amount of any judgment within the Aggregate EPL Limit of Liability:
 - a. which accrues after entry of judgment; and
 - b. before "we" pay, offer to pay, or deposit in court that part of the judgment within the Aggregate EPL Limit of Liability.

These interest payments are included within "our" Aggregate EPL Limit of Liability.

C. Transfer of Control

1. "You" may take over control of any outstanding "claim" or "suit" previously reported to "us", but only if "we", in "our" sole discretion, decide that you should, or if a court orders "you" to do so.
2. Notwithstanding subsection 1 of this Clause C, in all events, if the Aggregate EPL Limit of Liability is exhausted, "we" will notify "you" of all outstanding "claims" or "suits" and "you" will take over control of the defense. "We" will help transfer control of the "claims" and "suits" to "you".
3. "We" shall take whatever steps are necessary to continue the defense of any outstanding "claim" or "suit" and avoid a default judgment during the transfer of control to "you". If "we" do so, "we" shall not waive or give up any of "our" rights. "You" shall pay all reasonable expenses "we" incur for taking such steps after the Aggregate EPL Limit of Liability is exhausted.

SECTION II. EXCLUSIONS—WHAT IS NOT COVERED

This insurance does not apply to:

A. Profit or Advantage

Any liability arising out of the gaining of any profit or advantage to which an "insured" was not legally entitled. However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Part, we will defend a "claim" or "suit" asserting that an "insured" gained a profit or advantage to which the "insured" was not legally entitled, until such time as the "insured" is determined to have gained a profit or advantage to which the "insured" was not legally entitled;

B. Criminal Acts

Any liability arising out of any dishonest, fraudulent, criminal, or malicious act by or at the direction of any "insured". However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Part we will defend a "claim" or "suit" asserting a dishonest, fraudulent, criminal or malicious act until such time as the "insured" is determined to have committed such dishonest, fraudulent, criminal or malicious act;

The "wrongful employment act(s)" of an "insured" shall not be imputed to any other "insured" for the purpose of determining the applicability of the foregoing exclusions A and B.

C. "Property Damage"

Any liability arising out of "property damage";

D. "Bodily Injury"

Any liability arising out of "bodily injury";

E. Worker's Compensation, Social Security and Unemployment, Disability and Retirement Benefits

Any liability arising out of any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

F. Contractual Liability

Any liability arising out of any actual or alleged contractual liability of any "insured" under any express contract or agreement. This exclusion, however, shall not apply to the extent any liability does not arise under such express contract or agreement;

G. ERISA, COBRA, WARN, OSHA and NLRA

Any liability arising out of the "insured's" failure to fulfill any responsibility, duty or obligation imposed by the Employment Retirement Income Security Act of 1974 (ERISA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN), Occupational Safety and Health Act (OSHA), National Labor Relations Act of 1947 (NLRA), any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar provisions of any federal, state, or local statutory or common law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

H. FLSA

Any liability arising out of any obligation under the Fair Labor Standards Act, or any violations of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto (except the Equal Pay Act). This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

Any liability arising out of claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any "employee" of the "insured", for improper payroll deductions or any violations of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto.

I. Non-Monetary Relief

That part of any "claim" or "suit" seeking any non-monetary relief, including but not limited to: (1) injunctive relief; (2) declaratory relief; (3) disgorgement; (4) job reinstatement; (5) costs or expenses

incurred in accommodating any disabled person, pursuant to the Americans with Disabilities Act of 1990 (ADA), including amendments to that law or similar federal, state or local statutory or common law; (6) any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to a "claim" or "suit" alleging discrimination or other "wrongful employment act"; or (7) other equitable remedies, including as to all of the above, the cost of compliance therewith; provided, however, if such request for non-monetary relief is part of an otherwise covered "claim" or "suit", "we" will not seek to allocate "defense costs" for the portion of the "claim" or "suit" seeking non-monetary relief;

J. Certain "Insureds"

Any "claim" or "suit" brought by any "insured". This exclusion, however, shall not apply to a "claim" or "suit" brought by an "employee" of the "insured", other than an "employee" who is or was a director of the "insured";

K. Prior Knowledge

Any liability arising out of incidents, circumstances or "wrongful employment acts", which an "insured", prior to the "original inception date" as shown in the Supplemental Declarations of this EPL Coverage Part, had knowledge or which an "insured" could have reasonably foreseen might result in a "claim" or "suit";

L. Prior Notice

Any liability arising out of the facts alleged, or to the same or "related wrongful employment acts" alleged or contained in any "claim" or "suit" which has been reported, or in any circumstances of which notice has been given, under any policy of which this EPL Coverage Part is a renewal or replacement or which it may succeed in time;

M. Securities Holder

Any "claim" or "suit" brought by a securities holder of the "insured" in their capacity as such, whether directly, derivatively on behalf of the "insured", or by class action;

N. Outside Boards

Any liability arising out of any actual or alleged act or omission of an "insured" serving in any capacity, other than as a director, officer or "employee" of the "insured" entity.

SECTION III. WHO IS AN INSURED

A. Individual

If "you" are shown in the Supplemental Declarations of this EPL Coverage Part as an individual, "you" and "your" spouse are "insureds", only for the conduct of a business of which "you" are the sole owner.

B. Corporation

If "you" are shown in the Supplemental Declarations of this EPL Coverage Part as a corporation or organization other than a partnership or joint venture, "you" and "your" "subsidiaries" are "insureds".

C. Partnership or Joint Venture

If "you" are shown in the Supplemental Declarations of this EPL Coverage Part as a partnership or joint venture, "you" are an "insured". "Your" partners or co-venturers and their spouses are also "insureds", but only for the conduct of "your" business.

D. "Employees"

"Your" "employees", executive officers and directors are "insureds", only for the conduct of "your" business within the scope of their employment or their duties as executive officers or directors.

E. Extensions

1. Subject otherwise to the terms hereof, this EPL Coverage Part shall cover "loss" arising from any "claims" or "suits" made against the estates, heirs, or legal representative of deceased individual "insureds", and the legal representatives of individual "insureds", in the event of incompetency, who were individual "insureds" at the time the "wrongful employment acts", upon which such "claims" or "suits" are based, were committed.
2. Subject otherwise to the terms hereof, this EPL Coverage Part shall cover "loss" arising from all "claims" and "suits" made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual "insured", including a "claim" or "suit" that seeks damages recoverable from marital community property, property jointly held by the individual "insured" and the spouse, or property transferred from the individual "insured" to the spouse; provided, however, that this extension shall not afford coverage for a "claim" or "suit" arising out of any "wrongful employment act" of the spouse, but shall apply only to "claims" or "suits" arising out of any "wrongful employment acts" of an individual "insured", subject to this EPL Coverage Part's terms, conditions and exclusions.

**SECTION IV. LIMIT OF LIABILITY
(including "defense costs")**

- A.** The Aggregate EPL Limit of Liability shown in the Supplemental Declarations of this EPL Coverage Part and the information contained in this section limits the most "we" shall pay for all "loss" arising out of "claims" and "suits" first made against "insureds" during the "EPL coverage period" or Extended Reporting Period (if applicable), regardless of:

1. the number of persons or organizations covered by this EPL Coverage Part; or
 2. the number of "claims" made or "suits" brought; or
 3. the length of the "EPL coverage period".
- B.** The Aggregate EPL Limit of Liability is the most "we" shall pay for all "losses" covered under this EPL Coverage Part, including amounts incurred for "defense costs".
- C.** The Aggregate EPL Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to the Aggregate EPL Limit of Liability for the "EPL coverage period".
- D.** All "claims" and "suits" arising from the same or "related wrongful employment acts" shall be treated as arising out of a single "wrongful employment act".
- E.** All "claims" or "suits" arising out of one "wrongful employment act" shall be deemed to be made on the date that the first such "claim" is made or "suit" is brought. All "claims" asserted in a "class action suit" will be treated as arising out of a single "wrongful employment act".
- F.** Any "claim" or "suit" which is made subsequent to the "EPL coverage period" or Extended Reporting Period (if applicable) which, pursuant to Section VI, Clause D(3) and (4) is considered made during the "EPL coverage period" or Extended Reporting Period shall also be subject to the one Aggregate EPL Limit of Liability stated in the Supplemental Declarations of this EPL Coverage Part.

SECTION V. DEDUCTIBLE

"You" shall be responsible for the deductible amount shown in the Supplemental Declarations of this EPL Coverage Part with respect to each "claim" and "suit" and "you" may not insure against it. A single deductible amount shall apply to "loss" arising from all "claims" and "suits" alleging the same "wrongful employment act" or "related wrongful employment acts". Expenses "we" incur in investigating, defending and settling "claims" and "suits" are included in the deductible. The deductible is not included within the Aggregate EPL Limit of Liability.

SECTION VI. CONDITIONS

"We" have no duty to provide coverage under this EPL Coverage Part, unless there has been full compliance with all the Conditions contained in this EPL Coverage Part.

A. Assignment

The interest of any "insured" is not assignable. "You" cannot assign or transfer "your" interest in this EPL Coverage Part without "our" written consent attached to the EPL Coverage Part.

B. Bankruptcy or Insolvency

"Your" bankruptcy, insolvency or inability to pay, will not relieve "us" from the payment of any "claim" or "suit" covered by this EPL Coverage Part.

Under no circumstances will "your" bankruptcy, insolvency, or inability to pay require "us" to drop down, in any way replace, or assume any of "your" obligations with respect to the Deductible provisions of this EPL Coverage Part.

C. Coverage Territory

"We" cover "wrongful employment acts" in the United States of America, its territories and possessions, Puerto Rico, or Canada, but only if the "claim" is made and the "suit" is brought for such "wrongful employment act" in the United States of America, its territories and possessions, Puerto Rico, or Canada.

D. Duties in the Event of an Incident, "Claim" or "Suit"

1. If, during the "EPL coverage period", incidents or events occur which "you" reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with EEOC, DOL or OFCCP (or similar federal, state or local agency); or upon a contemporaneously made memorandum of an oral "claim", allegation or threat, "you" shall give written notice to "us" as soon as practicable and either:
 - a. anytime during the "EPL coverage period" or the Extended Reporting Period (if applicable); or
 - b. within thirty (30) days after the end of the "EPL coverage period" or Extended Reporting Period (if applicable), as long as such "claim" or "suit" is reported no later than thirty (30) days after the date such "claim" or "suit" was first made against an "insured".
2. If a "claim" is made or a "suit" is brought against any "insured", "you" must:
 - a. Immediately record the specifics of the "claim" or "suit" and the date received; and
 - b. Provide "us" with written notice, as described in subsection 3. below, as soon as practicable.
3. Such written notice of "claim" or "suit" shall contain:
 - a. The identity of the person(s) alleging a "wrongful employment act";
 - b. The identity of the "insured(s)" who allegedly were involved in the incidents or events;
 - c. The date the alleged incidents or events took place; and
 - d. The written notice or contemporaneously prepared memorandum referred to above.

If written notice is given to "us" during the "EPL coverage period" or Extended Reporting Period (if applicable), pursuant to the above requirements, then any "claim" or "suit" which is subsequently made against any "insureds" and reported to "us" alleging, arising out of, based upon or attributable to such circumstances or alleging any "related wrongful employment act" to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

4. If "you" submit written notice of a "claim" or "suit", pursuant to this Clause D, then any "claim" or "suit" that may subsequently be made against an "insured" and reported to "us" alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the "EPL coverage period" in effect at the time such written notice was first submitted to "us".
5. "You" and any other "insured" must:
 - a. Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with any "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";
 - d. 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;
 - e. Take no action, or fail to take any required action, that prejudices the rights of the "insureds" or "us" with respect to such "claim" or "suit".
6. No "insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without "our" prior written consent.

E. Transfer of Rights of Recovery Against Others to "Us"

"You" may be able to recover all or part of a "loss" from someone other than "us". "You", therefore, shall do all that is possible after a "loss" to preserve any such right of recovery. If "we" make a payment under this EPL Coverage Part, that right of recovery shall belong to "us". "You" shall do whatever is necessary, including signing documents, to help "us" obtain that recovery.

F. Extended Reporting Period

1. Solely with respect to this EPL Coverage Part and except as indicated below, if "you" shall cancel or "we" shall cancel for any reason other than for non-payment of premium, or "you" or "we" shall refuse to renew this EPL Coverage Part, "you" shall have the right, upon payment of an additional premium of 100% of the full annual premium applicable to this EPL Coverage Part, to buy an Extended Reporting Period Endorsement, providing an Extended Reporting Period of one (1) year following the effective date of the cancellation or nonrenewal, in which to give "us" written notice of "claims" first made or "suits" first brought against the "insureds" during said Extended Reporting Period for any "wrongful employment acts" which take place after the "original inception date" and before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage Part.

To obtain an Extended Reporting Period Endorsement, "you" must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of cancellation or non-renewal.

2. The Extended Reporting Period Endorsement cannot be canceled by either party, except for nonpayment of premium. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period and this EPL Coverage Part cannot be cancelled after such additional premium is paid. If "we" do not receive the written request as required, "you" may not exercise this right at a later date.
3. This insurance, provided during the Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Extended Reporting Period Endorsement becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.
4. This Clause F and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.
5. In the event of a "Transaction", as defined in Clause G below, the "named insured" shall have the right, within thirty (30) days before the end of the "EPL coverage period", to request an offer from "us" of an Extended Reporting Period (with respect to "wrongful employment acts" which take place after the "original inception date" and prior to the effective time of the "Transaction"). We shall offer such Extended Reporting Period pursuant to such terms, conditions, and premium as we may reasonably decide. In the event of a "Transaction", the right to an Extended Reporting Period shall not otherwise exist except as indicated in this paragraph.

G. Change in Control of "Named Insured"

If during the "EPL coverage period":

1. the "named insured" shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
2. any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the "named insured" (in the event the "named insured" is a Partnership), or acquires the voting rights of such an amount of such securities; or
3. a General Partner of the "named insured" (in the event the "named insured" is a partnership) withdraws, resigns or is terminated;

(any of the above events herein referred to as the "Transaction"),

then this EPL Coverage Part shall continue in full force and effect as to "wrongful employment acts" occurring after the "original inception date" and prior to the effective time of the "Transaction", but there shall be no coverage afforded by any provision of this EPL Coverage Part for any actual or alleged "wrongful employment acts" occurring after the effective time of the "Transaction". This EPL Coverage Part may not be canceled after the effective time of the "Transaction" and the entire premium for this EPL Coverage Part shall be deemed earned as of such time. "You" shall also have the right to an offer by "us" of an Extended Reporting Period described in Clause F of this EPL Coverage Part.

"You" shall give "us" written notice of the "Transaction" as soon as practicable, but not later than thirty (30) days after the effective date of the "Transaction".

H. Legal Action Against "Us"

No person or organization has the right to join "us" as a party or otherwise bring "us" into a "suit" asking for damages from an "insured".

I. Other Insurance

Unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by this EPL Coverage Part shall be primary.

J. EPL Coverage Part Changes

This EPL Coverage Part contains all the agreements between "you" and "us" concerning this insurance. The first "named insured" in the Supplemental Declarations of this EPL Coverage Part is authorized to request changes in this EPL Coverage Part. This EPL Coverage Part can only be changed by a written endorsement "we" issue and make part of this EPL Coverage Part.

K. Representations

Any and all relevant provisions of this EPL Coverage Part may be voidable by "us" in any case of fraud, intentional concealment, or misrepresentation of material fact by any "insured".

L. Special Rights and Duties of the "Named Insured"

"You" agree that when there is more than one person and/or entity covered under this EPL Coverage Part, the first "named insured" in the Supplemental Declarations of this EPL Coverage Part shall act on behalf of all "insureds" as to:

1. Giving of notice of a "claim" or "suit";
2. Giving and receiving notice of cancellation or nonrenewal;
3. Payment of premiums and receipt of return premiums;
4. Acceptance of any endorsements issued to form a part of this EPL Coverage Part; or
5. Purchasing or deciding not to purchase the Extended Reporting Period Endorsement.

M. Headings

The descriptions in the headings of this EPL Coverage Part are solely for convenience, and form no part of the terms and conditions of coverage.

SECTION VII. DEFINITIONS

- A. "Bodily injury" means physical injury, sickness, or disease, including death resulting therefrom.
- B. "Claim" means a written demand for money. The term "claim" shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to "you". However, in no event, shall the term "claim" include any labor or grievance proceeding, which is subject to a collective bargaining agreement.
- C. "Class Action Suit" means any suit seeking certification or certified as a class action by a federal or state court.
- D. "Defense Costs" means reasonable and necessary fees, costs and expenses consented to by "us" resulting solely from the investigation, adjustment, defense and appeal of a "claim" or "suit" against "you".
- E. "Employee" means an individual whose labor or service is engaged by and directed by "you" for remuneration.

neration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary "employees". Independent contractors and individuals who are leased to the "insured" are not "employees".

- F. "Loss(es)" means damages (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by "us", statutory attorney fees, and "defense costs"; however, "loss" shall not include: (1) civil or criminal fines or penalties imposed by law; (2) punitive or exemplary damages; (3) the multiplied portion of multiplied damages; (4) taxes; (5) any amount for which the "insureds" are not financially liable or which are without legal recourse to the "insureds"; (6) employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; or (7) matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage Part shall be construed.
- G. "Named Insured" means the person or organization designated in the Supplemental Declarations page of this EPL Coverage Part.
- H. "Original inception date" refers to the date specified in the Supplemental Declarations of this EPL Coverage Part.
- I. "EPL coverage period" means the period commencing on the effective date shown in the Supplemental Declarations of this EPL Coverage Part. This period ends on the earlier of the expiration date or the effective date of cancellation of this EPL Coverage Part. If "you" became an "insured" under this EPL Coverage Part after the effective date, the "EPL coverage period" begins on the date "you" became an "insured".
- J. "Property Damage" means physical injury to, or destruction of, tangible property including the loss of use of thereof, or loss of use of tangible property, which has not been physically injured or destroyed.
- K. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to "you", but only when performing such labor or services at the request of and under the direction of "you".
- L. "Related Wrongful Employment Act(s)" means "wrongful employment acts" which are the same, related or continuous, or "wrongful employment acts" which arise from a common nucleus of facts. "Claims" or "suits" can allege "related wrongful employment acts", regardless of whether such "claims" or "suits" involve the same or different claimants, "insureds" or legal causes of actions.
- M. "Retaliation" means a "wrongful employment act" of an "insured" alleged to be in response to, the actual or attempted exercise by an "employee" of any right that such "employee" has under the law. Provided, however, "retaliation" shall not include the "wrongful employment act" of an "insured" alleged to be in response to the threat of or the actual filing of any

claim or suit under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower law".

- N. "Subsidiary" means:
 - 1. Any for-profit organization which, on or before the inception of the "EPL coverage period", is more than 50% owned by the "named insured", either directly or indirectly through one or more of its "subsidiaries"; or
 - 2. A for-profit organization which becomes a "subsidiary" during the "EPL coverage period", but only upon the condition that within 90 days of its becoming a "subsidiary", the "named insured" shall have provided "us" with full particulars of the new "subsidiary" and agreed to any additional premium or amendment of the provisions of this EPL Coverage Part required by "us" relating to such new "subsidiary". Further, coverage as shall be afforded to the new "subsidiary" is conditioned upon the "named insured" paying when due any additional premium required by "us" relating to such new "subsidiary".

An organization becomes a "subsidiary" when the "named insured" owns more than fifty (50%) percent ownership interest in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries". An organization ceases to be a "subsidiary" when the "named insured" ceases to own more than a fifty (50%) percent ownership in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries".

In all events, coverage as is afforded under this EPL Coverage Part with respect to a "claim" made or "suit" brought against any "subsidiary" or an "insured" of any "subsidiary", shall only apply to "wrongful employment act(s)" commenced or allegedly commenced after the effective time that such "subsidiary" became a "subsidiary", and prior to the time that such "subsidiary" ceased to be a "subsidiary".
- O. "Suit" means a civil proceeding or an administrative proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which the "insured" must submit or may submit with "our" consent. "Suit" shall not include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.
- P. "Whistleblower law" means a statute, rule or regulation, which protects an employee against discrimination from his or her employer, if the employee discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect to the employer's operations, which may be a violation of public policy as reflected in legislation, administrative rules, regula-

tions or decisions, judicial decisions, and professional codes of ethics.

Q. "Wrongful Employment Act(s)" means any actual or alleged:

1. wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
2. harassment (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
3. discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
4. "retaliation" (including lockouts);
5. employment-related misrepresentation(s) to "your" "employee" or applicant for employment with "you";
6. employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;

7. wrongful failure to employ or promote;
8. wrongful deprivation of career opportunity, wrongful demotion or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;
9. wrongful discipline;
10. failure to grant tenure;
11. failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "wrongful employment act";
12. negligent supervision or hiring by an "insured", relating to any of the above;
13. violation of an individual's civil rights relating to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

GREATER NEW YORK INSURANCE COMPANIES

**ENHANCED GENERAL LIABILITY COVERAGE
ENDORSEMENT - SILVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
GENERAL LIABILITY COVERAGE	LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)
Damage To Premises Rented To You	\$1,000,000
Exception to Limitation of Coverage To Designated Premises, Project or Operation	If attached exception granted for premises leased for annual meeting & executive officer attending trade show
Knowledge of Occurrence	Included
Mental Anguish included in the Definition of "Bodily Injury"	Included
Notice to Company	Included
Unintentional Errors or Omission	Included

AMENDMENTS TO THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following modifies insurance provided under the **Commercial General Liability Coverage Form**:

AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION III - LIMITS OF INSURANCE

DAMAGE TO PREMISES RENTED TO YOU

The following is added as the last sentence to paragraph 6. in Section III:

The limit shown in the Declarations for Damage to Premises Rented To You, and subject to the terms of that coverage, under the ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT SILVER for "Property Damage" to any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, is increased to the limit shown in the Schedule above.

AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

As respects the coverage provided by the **ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT SILVER**, the following are added to the Commercial General Liability Conditions:

NOTICE TO COMPANY

If a liability claim is made to an insured arising from an "occurrence" that caused "bodily injury" to a person the insured disputes is an employee; and if the insured timely notifies its workers' compensation insurer of the occurrence; and if a workers' compensation board or law court finally determines that the person is not an employee of the insured; then the insured's delay in reporting the

“occurrence” to us will not be deemed late notice of the “occurrence” under paragraph 2., Duties In The Event Of Occurrence, Offense, Claim or Suit, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, if the insured reports the “occurrence” to us promptly on learning of the final determination.

KNOWLEDGE OF OCCURRENCE:

It is agreed that knowledge of an “occurrence” by the agent, servant or employee of the insured shall not in itself constitute knowledge by the insured unless the named insured or any partner or any executive officer of the insureds corporation shall have received such notice from the agent, servant or employee.

UNINTENTIONAL ERROR OR OMISSIONS:

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION V – DEFINITIONS

As respects the coverage provided by the ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT SILVER, the following amends the Definition of “Bodily Injury”:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

ADDITIONAL COVERAGES:

1. EXCEPTION TO THE LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION ENDORSEMENT (CG 21 44)

If ISO Endorsement **CG 21 44 Limitation of Coverage To Designated Premises, Project or Operation Endorsement** is attached to your policy, it does not apply to sums you are legally obligated to pay as damages because of “bodily injury” or “property damage” under Coverage A, or to medical expenses under Coverage C, arising out of:

- a) Premises leased for your annual meeting; and
- b) An “executive officer” while attending a trade show, exhibition or convention.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Bodily injury" or "property damage" 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, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, 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.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition 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 fungi.

GNY INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS HAZARD EXCLUSION ENDORSEMENT – NEW JERSEY

This endorsement modifies such insurance as is afforded by the provisions of the policy related to the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that such insurance as is afforded by this policy is subject to the following additional exclusion:

A. This policy does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard"; or
2. to any loss, cost or expense arising out of any governmental direction or request that the Named Insured test for, monitor, clean up, remove, treat or neutralize "asbestos".

B. **ADDITIONAL DEFINITIONS**

1. Asbestos hazard means:
 - a. an actual exposure or threat of exposure to the harmful properties of "asbestos"; or
 - b. the presence of "asbestos" in any place, whether or not within a building or structure.
2. Asbestos means the mineral in any form, including but not limited to fibers or dust.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**New Jersey Changes
Coverage For Liability For Hazards of Lead--
With Sublimit for Premises Constructed Prior to 1978**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Provision (I)

PREMISES CONSTRUCTED PRIOR TO 1978

The following applies to premises constructed prior to 1978:

(i) The following is added to Paragraph 2., Exclusions, of Section 1 – Coverage A – Bodily Injury and Property Damage Liability and to any amendment to the pollution exclusion that is added by endorsement to this policy:

2. Exclusions

f. Pollution

This exclusion does not apply to "bodily injury" arising out of:

- Lead contamination;
- The inhalation, ingestion, use, handling, or contact with lead paint;

At or from any covered: premises, sites or locations that are or were at any time owned or occupied by, or rented or loaned to, any insured.

(ii) The following is added to Section III – Limits of Insurance

Subject to Paragraph 5., the most we will pay under Coverage A for damages because of "bodily injury" sustained by any one person arising out of lead contamination and/or out of the inhalation, ingestion, use, handling or contact with lead paint is \$50,000.

Paragraphs (i) and (ii) above do not apply to premises constructed prior to 1978 and:

- Listed below or shown in the declarations for Lead Coverage; or
- Covered in accordance with *Provision (II.)* paragraph (ii) of this endorsement.

Schedule of Premises Constructed Prior to 1978 to which *Provision (II)* applies:

N/A

Provision (II)

PREMISES CONSTRUCTED IN OR AFTER 1978

(i) For premises constructed in or after 1978 or listed in the schedule contained in this endorsement or shown in the declarations for Lead Coverage, the following is added to Exclusion f., Pollution, of Paragraph 2., Exclusions, under Section 1 – Coverage A – Bodily Injury And Property Damage Liability and to any amendment to the pollution exclusion which is added by endorsement to this policy:

2. Exclusions

f. Pollution

This exclusion does not apply to "bodily injury" arising out of:

- Lead contamination; or
- The inhalation, ingestion, use, handling, or contact with lead paint;

At or from: any covered premises, sites or locations that are or were at any time owned or occupied by, or rented or loaned to, any insured.

(ii) *Provision (II) paragraph (i)* of this endorsement also applies to premises constructed prior to 1978 that during the policy period become certified as being free of existing lead hazards pursuant to standards established by the Department of Community Affairs; but only if you notify us of such certification and request lead coverage for that premises within 30 days after the certification is received. Coverage will apply only for "bodily injury" that occurs after such certification.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – LOSS INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added TO COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence" of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition in this Section. We will include a brief description of the "occurrence" and information on whether any claim arising out of the "occurrence" is open or closed.
- b. A summary by policy year, of payments made and amounts reserved, stated separately under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. 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:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. 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 a. above, including but not limited to the European Union's General Data Protection Regulation.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. 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:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. 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 a. above, including but not limited to the European Union's General Data Protection Regulation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – GRANTOR OF LICENSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

S&R 123 SO MAIN ST REALTIES, LLC
C/O 910 ROUTE 1
EDISON, NJ 08817

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as grantor of a license to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

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

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

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

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

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

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

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

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

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

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

AS SHOWN ON DESIGNATION OF PREMISES SCHEDULE

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability:**
This insurance does not apply to:
Cross Suits
Any claim made or "suit" brought by any Named Insured under this Policy against another Named Insured under this Policy for damages because of "bodily injury" or "property damage".
- B.** The following is added to Paragraph 2. **Exclusions of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability:**
This insurance does not apply to:
Cross Suits
Any claim made or "suit" brought by any Named Insured under this Policy against another Named Insured under this Policy for damages because of "personal and advertising injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Cyber Incident**
- "Bodily injury" or "property damage" 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".
- B.** The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Cyber Incident**
- "Personal and advertising injury" 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".
- C.** For the purposes of this endorsement, the following definition is added to the **Definitions** Section:
- "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.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

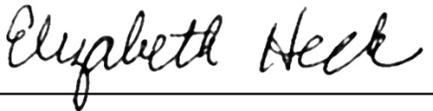
In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a 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 nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Mutual Policy Conditions: The Company is a perpetual mutual corporation owned by its policyholder members and operated for their mutual protection and benefit in accordance with law and the Company's charter and by laws. This policy is non-assessable and its holder is not subject to any assessment or contingent liability.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested and if required by state law, this policy shall not be valid unless countersigned by an authorized representative.

By:

By:



Elizabeth Heck



Thomas D. Hughes

Elizabeth Heck
President and Chief Executive Officer

Thomas D. Hughes
Corporate Secretary



Corporate Headquarters
New York City

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New York, NY 10016
(212) 683-9700

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