

Important Policy Information Enclosed

Nonprofit Information
POLICY NO: 01-CP-0022771-01-18 Member ID :0022771 Billing Account Number:10004356 Parkinson Association of Northern California Folsom, CA, 95630

Attention NIA Member: Here's what you need to know

This document contains information about your organization's insurance policies.

These policies and more information are available at <https://secure.insurancefor nonprofits.org>.

For login assistance, contact memberservices@insurancefor nonprofits.org

Who to contact

Your insurance broker is available to service your account requests for things such as certificates of insurance, endorsements, questions about your coverage, claims, policy renewals, etc.

Insurance Broker:

InterWest Insurance Services, LLC
1357 East Lassen Avenue
Chico, CA 95973

Linda Mickey
lmickey@iwins.com
5308973193

Claims

For the Insured: To report a claim, contact your insurance broker noted above.

For the Broker: Submit complete Loss Accords and claim materials to NewClaims@insurancefor nonprofits.org.

Claims information including links to incident reporting forms and FAQs are available at:

<https://insurancefor nonprofits.org/claims>

EMERGENCY SITUATIONS AFTER BUSINESS HOURS ONLY (5 pm PT or later)

If you need to report a claim during non-business hours and cannot reach your broker, call 1-866-718-1947.

This number should only be used for true claims emergencies.

Risk Management Services

To help you keep people and property out of harm's way, preserve your nonprofit's reputation and enable you to save money for your mission, NIA provides you with access to an array of free, discounted, and highly subsidized risk management services.

These services include risk management consulting, training and education resources, risk management resources, access to a discount purchasing program, and more.

For a full catalog of all the resources available to your organization, access the **Member Resources Guide** here: <https://guide.insurancefor nonprofits.org>

Billing

Your policy payments are payable to AMS.*

View the Direct Bill Payment Plans here: <https://secure.insurancefor nonprofits.org/Member-Billing.cfm>

Make a Payment or set up automatic payments here:

<https://secure.insurancefor nonprofits.org/AMSCentral/MemberPayments.cfm>

Billing account number (referenced on page 1) must be referenced on payments.

For billing questions, email billing@insurancefor nonprofits.org

*Alliance Member Services, a management company that processes payments for NIA insurers.

IMPORTANT INFORMATION ABOUT YOUR RENEWAL POLICY

Thank you for renewing your policy with a company within the Nonprofits Insurance Alliance Group.

Because your policy met our eligibility criteria, your broker elected to have your policy automatically renewed. Please review this renewal policy carefully because it may contain terms and conditions that are different to or absent from your previous policy or policies.

Please confirm your policy is accurate. It is especially important to consider any changes since your last policy renewal. This could include buying or selling property, hiring employees for the first time, buying or selling vehicles, changes in location, and adding or changing programs or operations. If your agency has changed since your last renewal, please consider if those changes impact your insurance coverage.

If you have questions or need to make corrections to your policy, please contact your insurance broker.

We offer many coverages specifically designed for the nonprofit sector. If you feel you may not be adequately covered or simply would like to learn more about our coverages, please talk to your insurance broker or visit our website at www.insurancefornonprofits.org.

Thank you.

COMMERCIAL LINES COMMON DECLARATION

MEMBER ID: 0022771

POLICY NO: 01-CP-0022771-01-18

NAMED INSURED AND MAILING ADDRESS

Parkinson Association of Northern California
1024 Iron Point Rd # 1046
Folsom, CA 95630

**PRODUCER AND MAILING
ADDRESS**

InterWest Insurance Services, LLC
1357 East Lassen Avenue
Chico, CA 95973

POLICY PERIOD: FROM **03/01/2026** TO **03/01/2027** AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

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

	TRANSACTION PREMIUM	
COMMERCIAL GENERAL LIABILITY COVERAGE - OCCURRENCE	\$	8,063
EMPLOYEE BENEFITS LIABILITY COVERAGE	\$	NOT COVERED
BUSINESS AUTO LIABILITY COVERAGE	\$	385
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE	\$	NOT COVERED
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE	\$	NOT COVERED
BOARD AND EXECUTIVE LIABILITY COVERAGE	\$	2,585
BUSINESSOWNERS COVERAGE	\$	321
LIQUOR LIABILITY COVERAGE		INCLUDED
TERRORISM COVERAGE (Certified Acts)		EXCLUDED
POLICY PREMIUM	\$	11,354

NOTICE: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

DECLARATION

POLICY NO: 01-CP-0022771-01-18
INSURED: PARKINSON ASSOCIATION OF NORTHERN CALIFORNIA

EFFECTIVE DATE: 03/01/2026
PRODUCER: INTERWEST INSURANCE SERVICES, LLC

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

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COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATION

MEMBER ID: 0022771

POLICY NO: 01-CP-0022771-01-18

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1024 Iron Point Rd # 1046
Folsom, CA 95630

PRODUCER AND MAILING ADDRESS

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COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

GENERAL AGGREGATE	\$3,000,000	
PRODUCTS – COMPLETED OPERATIONS AGGREGATE	\$3,000,000	
PERSONAL INJURY & ADVERTISING INJURY	\$1,000,000	
EACH OCCURRENCE	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$500,000	any one premises
MEDICAL EXPENSE	\$20,000	any one person

01/25/2026

BY

Samuel C. Q.

(AUTHORIZED REPRESENTATIVE)

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NIA- DEC GL

DECLARATION

POLICY NO: 01-CP-0022771-01-18	EFFECTIVE DATE: 03/01/2026
INSURED: Parkinson Association of Northern California	PRODUCER: InterWest Insurance Services, LLC
TERRORISM PREMIUM:	
TOTAL TRANSACTION PREMIUM:	\$8,063

Schedule of Classification(s) and/or Location(s) of all Premises you own, rent or occupy:

<u>LOC NO.</u>	<u>ADDRESS</u>	<u>CLASSIFICATION</u>	<u>PREMIUM BASIS</u>	<u>EXPOSURE</u>	<u>PREMIUM</u>
1	1024 Iron Point Road, Suite 1046, Folsom, CA 95630	41670/Clubs - civic, service or social - no buildings or premises owned or leased except for office purposes (Not-For-Profit)	Number of Members	5,940	\$7,166
1	1024 Iron Point Road, Suite 1046, Folsom, CA 95630	61227/Buildings or Premises - office - Not Otherwise Classified (Not-For-Profit)	Square Feet	115	\$28

**ADDITIONAL OPERATIONS-
FUNDRAISER & EVENTS**

<u>EVENT #</u>	<u># OF ATTENDEES PER DAY</u>	<u>DESCRIPTION OF EVENT</u>	<u>PREMIUM</u>
1	800	PANC 2022 Annual Education Conference - Daily Attendance	\$150

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT:	\$719
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01/25/2026

BY

Samuel C. Q.

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NIA- DEC GL

COMMERCIAL LIQUOR LIABILITY COVERAGE DECLARATION

MEMBER ID: 0022771

POLICY NO: 01-CP-0022771-01-18

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Folsom, CA 95630

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Chico, CA 95973

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LIMITS OF COVERAGE	
GENERAL AGGREGATE LIMIT	\$1,000,000
EACH COMMON CAUSE LIMIT	\$1,000,000

The limits listed on this declaration page may conflict with limits required by a state other than the principle operating state. In the event a Liquor Liability "Change" endorsement is attached to this insurance Policy, the limits listed on the Liquor Liability "Change" endorsement will take precedence and apply.

01/25/2026

BY



(AUTHORIZED REPRESENTATIVE)

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NIA-DEC LL

DECLARATION

POLICY NO: 01-CP-0022771-01-18

INSURED: Parkinson Association of Northern California

EFFECTIVE DATE: 03/01/2026

PRODUCER: InterWest Insurance Services, LLC

TRANSACTION PREMIUM:

INCLUDED

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01/25/2026

BY



(AUTHORIZED REPRESENTATIVE)

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NIA-DEC LL

BUSINESS AUTO LIABILITY COVERAGE DECLARATION

MEMBER ID: 0022771

POLICY NO: 01-CP-0022771-01-18

ITEM ONE

NAMED INSURED AND MAILING ADDRESS

Parkinson Association of Northern California
1024 Iron Point Rd # 1046
Folsom, CA 95630

PRODUCER AND MAILING ADDRESS

InterWest Insurance Services, LLC
1357 East Lassen Avenue
Chico, CA 95973

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01/25/2026

BY



(AUTHORIZED REPRESENTATIVE)

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NIA-DEC CA

RENEWAL DECLARATION

QUOTE/POLICY 01-CP-0022771-01-18

INSURED: Parkinson Association of Northern California

EFFECTIVE DATE: 03/01/2026

PRODUCER: InterWest Insurance Services, LLC

ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS	PREMIUM
8	Hired/Borrowed Auto	\$1,000,000	\$90
9	Non Owned Liability	See Item Five For Non Owned Liability	\$295
	Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		0
	ESTIMATED POLICY PREMIUM		\$385.00
	*This policy may be subject to final audit		

01/25/2026

BY



(AUTHORIZED REPRESENTATIVE)

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NIA-DEC CA

RENEWAL DECLARATION

QUOTE/POLICY 01-CP-0022771-01-18

INSURED: Parkinson Association of Northern California

EFFECTIVE DATE: 03/01/2026

PRODUCER: InterWest Insurance Services, LLC

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ITEM FOUR – SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY INSURANCE-RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage Is Primary)	PREMIUM
CA	IF ANY	1.834		\$0
Total Premium				\$0

PHYSICAL DAMAGE COVERAGES – COST OF HIRE RATING BASIS FOR ALL AUTOS (OTHER THAN MOBILE OR FARM EQUIPMENT)

STATE: CA

01/25/2026

BY



(AUTHORIZED REPRESENTATIVE)

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NIA-DEC CA

RENEWAL DECLARATION

QUOTE/POLICY 01-CP-0022771-01-18	EFFECTIVE DATE: 03/01/2026
INSURED: Parkinson Association of Northern California	PRODUCER: InterWest Insurance Services, LLC

COVERAGE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE (Excluding Autos Hired With A Driver)	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	IF ANY	0	\$0
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto	IF ANY	0.5957	\$0
Total Premium				\$0

COVERAGE TYPE	BALANCE TO MINIMUM PREMIUM
Cost Of Hire Rating Basis For Autos Not Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)	\$90

Total Hired Borrowed Auto Premium	\$90
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01/25/2026

BY

Samuel C. Q.

(AUTHORIZED REPRESENTATIVE)

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NIA-DEC CA



NONPROFITS OWN®

RENEWAL DECLARATION

QUOTE/POLICY 01-CP-0022771-01-18

INSURED: Parkinson Association of Northern California

EFFECTIVE DATE: 03/01/2026

PRODUCER: InterWest Insurance Services, LLC

ITEM FIVE – SCHEDULE FOR NON-OWNERSHIP LIABILITY
STATE: CA

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	LIMIT	DEDUCTIBLE	PREMIUM
Social Service Agencies	Number of Employees	0	\$1,000,000		\$169
Total Premium					\$169

THIS IS NOT A BILL – Invoice to follow.

PREMIUM	\$385
TOTAL ADDITIONAL AMOUNT	\$385

01/25/2026

BY

Panel C. Q.

(AUTHORIZED REPRESENTATIVE)

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NIA-DEC CA

BOARD AND EXECUTIVE LIABILITY DECLARATIONS

MEMBER ID: 0022771

POLICY NO: 01-CP-0022771-01-18

ITEM 1: NAMED INSURED AND MAILING ADDRESS

Parkinson Association of Northern California
1024 Iron Point Rd # 1046
Folsom, CA 95630

PRODUCER AND MAILING ADDRESS

InterWest Insurance Services, LLC
1357 East Lassen Avenue
Chico, CA 95973

333

ITEM 2: POLICY PERIOD: FROM **03/01/2026** TO **03/01/2027** AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

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

ITEM 3: DIRECTORS AND OFFICERS LIMITS OF LIABILITY:

AGGREGATE LIMIT	\$	1,000,000
EACH CLAIM LIMIT	\$	1,000,000
DEDUCTIBLE	\$	0
COVERAGE PREMIUM	\$	550
ADDITIONAL EXPOSURE PREMIUM	\$	N/A
PRIOR WRONGFUL ACTS PREMIUM	\$	N/A
DIRECTORS & OFFICERS TRANSACTION PREMIUM	\$	550

01/25/2026

BY



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NIA-DEC BE

DECLARATION

POLICY NO: 01-CP-0022771-01-18
INSURED: PARKINSON ASSOCIATION OF NORTHERN CALIFORNIA

EFFECTIVE DATE: 03/01/2026
PRODUCER: INTERWEST INSURANCE SERVICES, LLC

ITEM 3: FIDUCIARY LIMITS OF LIABILITY:

AGGREGATE LIMIT	\$	1,000,000
EACH CLAIM LIMIT	\$	1,000,000
DEDUCTIBLE	\$	0
COVERAGE PREMIUM	\$	180
ADDITIONAL EXPOSURE PREMIUM	\$	N/A
PRIOR WRONGFUL ACTS PREMIUM	\$	N/A
FIDUCIARY TRANSACTION PREMIUM	\$	180

ITEM 3: EMPLOYMENT PRACTICES LIMITS OF LIABILITY:

AGGREGATE LIMIT	\$	1,000,000
EACH CLAIM LIMIT	\$	1,000,000
DEDUCTIBLE	\$	0
COVERAGE PREMIUM	\$	1,302
ADDITIONAL EXPOSURE PREMIUM	\$	N/A
PRIOR WRONGFUL ACTS PREMIUM	\$	N/A
EMPLOYMENT PRACTICES TRANSACTION PREMIUM	\$	1,302

TERRORISM PREMIUM:

01/25/2026

BY

Samuel C. R.

(AUTHORIZED REPRESENTATIVE)

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NIA-DEC BE

DECLARATION

POLICY NO: 01-CP-0022771-01-18
INSURED: PARKINSON ASSOCIATION OF NORTHERN CALIFORNIA

EFFECTIVE DATE: 03/01/2026
PRODUCER: INTERWEST INSURANCE SERVICES, LLC

BALANCE TO MINIMUM PREMIUM: **\$553**

TOTAL TRANSACTION PREMIUM: **\$2,585**

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01/25/2026

BY



(AUTHORIZED REPRESENTATIVE)

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NIA-DEC BE

BUSINESSOWNERS COVERAGE DECLARATION

MEMBER NUMBER: 0022771

QUOTE/POLICY 01-CP-0022771-01-18

RENEWAL OF: 01-CP-0022771-01-17

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SECTION-I PROPERTY

POLICY DEDUCTIBLE	\$500
BUILDING PERSONAL PROPERTY (BPP)	\$144
BOP ENHANCEMENT ENDORSEMENT	\$25
OPTIONAL COVERAGES(See below schedule A)	\$0
WITHOUT TERRORISM (Certified Acts) Includes Mandatory Fire Loss Coverage following Certified Acts of Terrorism - Not Optional	\$1

OPTIONAL COVERAGES

\$500 deductible applies to the following optional coverages:

01/25/2026

BY

Pamela C. R.

(AUTHORIZED REPRESENTATIVE)

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NIA-DEC BOP

DECLARATION

QUOTE/POLICY 01-CP-0022771-01-18

INSURED: PARKINSON ASSOCIATION OF NORTHERN CALIFORNIA

EFFECTIVE DATE: 03/01/2026

PRODUCER: INTERWEST INSURANCE SERVICES, LLC

TOTAL TRANSACTION PREMIUM:

\$321

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NIA-DEC BOP

**BUSINESSOWNERS PROPERTY POLICY
EXTENSION OF DECLARATIONS
SCHEDULE A**

POLICY NUMBER: 01-CP-0022771-01-18

AGENCY NAME: InterWest Insurance Services, LLC

Loc	Bldg	BLKT	Coverage	Address	Class Code	Limit	Premium
			Blanket Building	Scheduled Locations		\$0	\$0
			Blanket BPP	Scheduled Locations		\$0	\$0
1	1	-	Buildings	1024 Iron Point Rd, Folsom, 95630, California		\$0	\$0
1	1	-	Business Personal Property	1024 Iron Point Rd, Folsom, 95630, California	63611	\$5,000	\$144

* Column 'B' indicates whether Location/ Building # is opted for blanket.

Additional Premium To Meet Minimum	\$151
Sub Total:	\$295
Businessowners Enhancement Endorsement	\$25
Total Premium Not Including Terrorism:	\$320

01/25/2026

BY

Samuel C. Q.

(AUTHORIZED REPRESENTATIVE)

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NIA-DEC BOP

FORMS SCHEDULE

ACCOUNT NUMBER: 0022771

POLICY NO: 01-CP-0022771-01-18

NEW RENEWAL OF: 01-CP-0022771-01-17

NAMED INSURED AND MAILING ADDRESS

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NOTE: THIS LIST OF FORMS IS NOT PART OF THE ACTUAL POLICY, BUT IS FOR YOUR INFORMATION ONLY. PLEASE REFER TO THE POLICY(S) FOR ACTUAL LIMITS, COVERAGES AND EXCLUSIONS.

INTERLINE FORMS		APPLICABLE COVERAGE PARTS
IL0017 11-98	Common Policy Conditions	Commercial Auto, General Liability
IL0021 09-08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Commercial Auto, General Liability
IL0270 07-20	California Changes - Cancellation And Nonrenewal	Commercial Auto, General Liability
ILN119 10-15	California Auto Body Repair Consumer Bill Of Rights	Commercial Auto
NIA-ILP001 01-04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	BP, Commercial Auto, DO, General Liability
ILU001 01-25	California Uninsured Motorists Coverage Selection/Rejection	Commercial Auto

COMMERCIAL GENERAL LIABILITY FORMS	
CG0001 04-13	Commercial General Liability Coverage Form
CG0033 04-13	Liquor Liability Coverage Form
CG2002 11-85	Additional Insured - Club Members
CG2005 12-19	Additional Insured - Controlling Interest

COMMERCIAL GENERAL LIABILITY FORMS	
CG2020 11-85	Additional Insured - Charitable Institutions
CG2021 07-98	Volunteer Workers
CG2034 12-19	Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You
CG2106 05-14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited Bodily Injury Exception
CG2109 06-15	Exclusion - Unmanned Aircraft
CG2147 12-07	Employment-Related Practices Exclusion
CG2176 01-15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CG2196 03-05	Silica Or Silica-Related Dust Exclusion
CG2407 01-96	Products/Completed Operations Hazard Redefined
NIA-005 GL 07-15	Trampoline Bounce House - Exclusion
NIA-006 GL 06-18	Improper Sexual Conduct and Physical Abuse - Exclusion
NIA-009 GL 03-25	Vacant Building - Exclusion
NIA-011 GL 09-19	Fireworks - Exclusion
NIA-014 GL 12-93	Riot and Civil Unrest - Exclusion
NIA-015 GL 09-20	Blood Testing - Exclusion
NIA-022 GL 09-19	Asbestos - Exclusion
NIA-025B GL 01-25	AI - Food Contributions or Client Referrals
NIA-026B GL 01-25	Waiver of Subro with Schedule
NIA-028 GL 01-99	PD to Personal Property in Care Custody or Control - Exclusion
NIA-029 GL 12-09	Employee Personal Auto Reimbursement
NIA-033 GL 09-19	Mold and Fungus - Exclusion
NIA-033 LL 09-19	Mold and Fungus - Exclusion
NIA-034 GL 01-26	Elopement - Exclusion
NIA-039 GL 03-23	AI - Volunteer Workers
NIA-042 GL 09-19	Nuclear Chemical and Biological Hazards - Exclusion
NIA-042 LL 09-19	Nuclear Chemical and Biological Hazards - Exclusion
NIA-043 GL 11-23	Biometric and Personal Information - Exclusion
NIA-045 GL 01-26	Opioid - Exclusion
NIA-053 GL 06-24	Construction - Exclusion
NIA-056 GL 01-17	Liberalization
NIA-056 LL 02-12	Liberalization
NIA-060 GL 07-12	Volunteer Medical Payments
NIA-061B GL 01-25	AI - Primary and Non-Contrib. - Public Entities
NIA-069 GL 02-19	Fiscal Sponsor Limitation
NIA-070 GL 03-19	Fundraiser and Event Endorsement
NIA-072 GL 01-17	Other Insurance - Coverage C
NIA-074 GL 03-14	Mental Anguish Endorsement
NIA-079 GL 04-23	Professional Services - Exclusion

COMMERCIAL GENERAL LIABILITY FORMS

NIA-101 GL 05-20	Nonprofits OWN Enhancement Endorsement
NIA-120 GL 09-19	Lead Liability - Exclusion
NIA-180 GL 01-21	Communicable Disease - Exclusion
NIA-180 LL 03-25	Communicable Disease - Exclusion
NIA-195 GL 05-21	Discrimination - Exclusion
NIA-282 GL 12-21	Cyber Incident - Exclusion
NIA-342 GL 08-22	Anti-Stacking Condition
NIA-606 GL 12-23	Dog Bite Liability Sublimit
NIA-636 GL 01-25	Water Hazard Liability - Exclusion - Foster Person(s)
NIA-676 GL 01-26	Habitability - Exclusion
NIA-CG 20 10 12-19	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
NIA-CG 20 11 12-19	Additional Insured - Managers Or Lessors Of Premises
NIA-CG 20 12 04-13	Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations
NIA-CG 20 18 04-13	Additional Insured - Mortgagee, Assignee Or Receiver
NIA-CG 20 26 12-19	Additional Insured - Designated Person Or Organization
NIA-CG 20 37 12-19	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
NIA-003 GL NIAC 08-20	Member Criteria
NIA-003 LL NIAC 08-20	Member Criteria
NIA-025 LL 03-16	AI - Food Contributions or Client Referrals
NIA-061 LL 03-25	AI - Primary and Non-Contrib. - Public Entities

COMMERCIAL AUTOMOBILE FORMS

CA0001 10-13	Business Auto Coverage Form
CA0444 10-13	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
CA2054 11-20	Employee Hired Autos
CA2055 10-13	Fellow Employee Coverage
CA2384 10-13	Exclusion Of Terrorism
CA2385 10-13	Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism
CA9933 10-13	Employees As Insureds
NIA-012 BA 03-23	Non-ownership Liability Coverage for Volunteer
NIA-033 BA 09-19	Mold and Fungus - Exclusion
NIA-038 BA 03-23	Social Service Agencies - Volunteers as Insureds
NIA-069 BA 02-19	Fiscal Sponsor Limitation
NIA-102 BA 01 01-25	Primary and Non-Contrib. - Designated Person or Org
NIA-180 BA 01-21	Communicable Disease - Exclusion
NIA-342 BA 08-22	Anti-Stacking Condition
CA0143 05-17	California Changes
NIA-003 BA NIAC 08-20	Member Criteria

Board & Executive Liability - FID

NIA-003 BE NIAC 09 20	Member Criteria - FID
NIA-042 BE 09 19	Nuclear Chemical and Biological Hazard - Exclusion - FID
NIA-128 BE 08 22	Exclusion of Certified Acts of Terrorism
NIA-200 FD 11 25	Fiduciary Liability Policy - ET
NIA-211 BE 11 25	Defense Costs - Labor Code 132a
NIA-213 BE 11 25	Punitive and Exemplary Damages
NIA-222 BE 11 25	Defense Costs Outside Limits - ET
NIA-282 BE 11 25	Cyber Incident - Exclusion

Board & Executive Liability - DO

NIA-003 BE NIAC 09 20	Member Criteria - DO
NIA-042 BE 09 19	Nuclear Chemical and Biological Hazard - Exclusion - DO
NIA-124 BE 03 23	Disclosure of Premium - for Certified Acts of Terrorism Coverage - DO
NIA-128 BE 08 22	Exclusion of Certified Acts of Terrorism
NIA-200 DO 11 25	Directors and Officers Liability Policy - ET
NIA-211 BE 11 25	Defense Costs - Labor Code 132a
NIA-213 BE 11 25	Punitive and Exemplary Damages
NIA-222 BE 11 25	Defense Costs Outside Limits - ET
NIA-282 BE 11 25	Cyber Incident - Exclusion
NIA-637 BE 11 25	Water Hazard Liability - Exclusion - Foster Person(s)
NIA-676 BE 11 25	Habitability - Exclusion

Board & Executive Liability - EPLI

NIA-003 BE NIAC 09 20	Member Criteria - EPLI
NIA-042 BE 09 19	Nuclear Chemical and Biological Hazard - Exclusion - EPLI
NIA-128 BE 08 22	Exclusion of Certified Acts of Terrorism
NIA-200 EPL 11 25	Employment Practices Liability Policy - ET
NIA-213 BE 11 25	Punitive and Exemplary Damages
NIA-222 BE 11 25	Defense Costs Outside Limits - ET
NIA-282 BE 11 25	Cyber Incident - Exclusion

BUSINESS OWNERS FORMS

BP0526 01-15	Exclusion Of Certified Acts Of Terrorism Involving Nuclear, Biological, Chemical Or Radiological Terrorism; Cap On Covered Certified Acts Losses
5600221 02-21	Cyber Incident Exclusion
BP0155 07-20	California Changes
NIA-003 BOP NIAC 08-20	Member Criteria
NIA-400 BOP 01-16	Businessowners Coverage Form
NIA-402 BOP 05-20	Businessowners Enhancement Endorsement

BUSINESS OWNERS FORMS	
NIA-405 BOP 01-16	International Trade or Economic Sanctions
NIA-409 BOP 01-16	Cap on Losses from Certified Acts of Terrorism
NIA-413 BOP 01-16	NCBR Hazards With or Without Terrorism - Exclusion
NIA-421 BOP 01-16	Other Than Certified Acts of Terrorism - Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION – EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Except for a "construction" project that has been underwritten by us with all construction-related underwriting information received, and for which any additional premium required by us has been paid, and is specifically scheduled on the policy, this insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or any claim for "damages" caused by, arising out of, or in any way related to the following:

1. Any "construction" conducted by you or on your behalf that is "ongoing";
2. Any "construction" conducted by you or on your behalf that is "completed";
3. "Your work" on any building, structure, or real property for which a claim relating to "construction" has been presented; or,
4. "Your work" which may need correction, replacement, or repair.

For specifically scheduled projects our coverage is excess to that of any other insurance available to an "insured" for "damages."

For purposes of this endorsement, "construction" will be deemed "ongoing" during the planning, preparation, construction, remodeling, or conversion phase.

For purposes of this endorsement, "construction" will be deemed "completed" at the earliest of the following times:

1. When all the work called for in the contract for "construction" has been "completed";
2. When all the work to be done at a specific job site has been "completed" if the contract for "construction" calls for work at more than one job site; or,
3. When that part of the work done at the 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.

For the purpose of this endorsement, "construction" is defined as all "ongoing" or "completed" operations including, but not limited to, "your work" caused by, arising out of or in any way related to original construction, remodeling, development, demolition, roof repair or replacement, "mechanical system" repair or replacement, excavation, adaptation, conversion, and all other changes, structural and non-structural, to any building, structure, or real property that you own, lease, occupy, or borrow.

For the purpose of this endorsement, "mechanical systems" are defined as the building's heating, ventilation air conditioning (HVAC), electrical and wiring, and plumbing systems including well and septic.

For the purpose of this endorsement, "service and repair" shall mean making or keeping a structure, fixture, foundation, or equipment in proper condition and in its existing state, i.e., preventing its failure or decline.

For purposes of this endorsement, "your work" is defined to mean work or operations, both "ongoing" and "completed", performed by you or on your behalf and materials, parts or equipment furnished in connection with such work or operations. "Your work" is defined to include warranties or representation made at any time with respect to the fitness, quality, durability, performance, or use of "your work"; and the providing of or failure to provide warnings or instructions.

This exclusion does not apply to:

1. "Service or repair" of a building or structure which you own, lease, occupy or borrow; or,
2. "Construction" projects conducted by you or on your behalf for which the total, aggregate cost of time, labor and materials does not exceed \$10,000.00. If there is other insurance available to an "insured" for "damages" related to "construction" which are also covered by this policy and not excluded by this endorsement, our coverage is excess to that of the other insurance.

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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA 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 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
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b.** We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B.** The following provision is added to the **Cancellation** Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If this policy provides coverage as described in the preceding paragraph, and we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

b. We may elect not to renew such coverage for any reason, except as provided in Paragraphs **c.**, **d.** and **e.** below.

c. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
 - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
- d. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- e. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (e.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.
- f. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- (1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
 - (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
 - (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

CALIFORNIA AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

(This form was developed by the California Department of Insurance.)

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (866) 799-3811

Bureau of Automotive Repair
10949 North Mather Blvd.
Rancho Cordova, CA 95670

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov.

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-4357 or (213) 897-8921

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at: www.insurance.ca.gov.

CALIFORNIA UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION

Applicant/Named Insured: Parkinson Association of Northern California

Company: Nonprofits Insurance Alliance of California

California law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

A. Mandatory Offer Of Bodily Injury Uninsured Motorists Coverage

Please indicate your choices by initialing next to the appropriate item(s) below.

1. Selection Of Bodily Injury Uninsured Motorists Coverage

(Initials)

I select Bodily Injury Uninsured Motorists Coverage at limits equal to the limits of my Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage.

2. Rejection Of Bodily Injury Uninsured Motorists Coverage

The California Insurance Code requires that we provide you with the following information:

"The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, which the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code".

(Initials)

I reject Bodily Injury Uninsured Motorists Coverage entirely.

I delete Bodily Injury Uninsured Motorists Coverage only with respect to the following individuals:

(Name of Excluded Driver(s))

3. Lower Limit(s) For Bodily Injury Uninsured Motorists Coverage

The California Insurance Code requires that we provide you with the following information:

"The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to agree to provide the coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code but not less than the financial responsibility requirements. Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, which the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code".

(Initials) _____

I reject Bodily Injury Uninsured Motorists Coverage at limits equal to my Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage and I select the following lower limits.

(Choose one):

(Initials)	Split Limits	OR	(Initials)	Combined Single Limit
				\$ 60,000
_____	\$ 30,000/60,000		_____	75,000
_____	50,000/100,000		_____	100,000
_____	100,000/300,000		_____	250,000
_____	250,000/500,000		_____	300,000
_____	500,000/1,000,000		_____	500,000
_____	\$ _____		_____	1,000,000
	(Other)		_____	\$ _____
				(Other)

B. Mandatory Offer Of Property Damage Uninsured Motorists Coverage

Uninsured Motorists Coverage may also include Property Damage Uninsured Motorists Coverage. Property Damage Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages for injury to or destruction of a covered auto caused by an automobile accident which an insured is legally entitled to recover from the owner or operator of certain types of uninsured motor vehicles. However, Property Damage Uninsured Motorists Coverage is available only:

1. If you have not rejected Bodily Injury Uninsured Motorists Coverage; and
2. For autos for which you have not purchased Collision Coverage.

Please indicate your choices by initialing next to the appropriate item(s) below.

(Initials) _____	I select Property Damage Uninsured Motorists Coverage at a limit of \$3,500 for each accident for the following vehicle(s): (Specify Year/Make/Model) _____ _____ _____
(Initials) _____ _____	I reject Property Damage Uninsured Motorists Coverage entirely. I delete Property Damage Uninsured Motorists Coverage only with respect to the following individuals: (Name of Excluded Driver(s)) _____ _____

Applicant's/Named Insured's Signature

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR
RADIOLOGICAL TERRORISM; CAP ON COVERED
CERTIFIED ACTS LOSSES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph B.2.) applies to property located in the following state(s):

California

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

A. The following definition is added with respect to the provisions of this endorsement:

"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. Section I – Property is amended as follows:

1. The following exclusion is added:

a. Limited Exclusion Of Certified Acts Of Terrorism

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to such act:

- (1) The terrorism is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

- (2) Radioactive material is released, and it appears that one purpose of the terrorism was to release such material; or
- (3) The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical material; or
- (4) Pathogenic or poisonous biological or chemical material is released, and it appears that one purpose of the terrorism was to release such material.

When this terrorism exclusion applies in accordance with the terms of Paragraph **B.1.a.(1)** or **B.1.a.(2)**, the terrorism exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form.

2. Exception Covering Certain Fire Losses

The following exception to the Exclusion in Paragraph **B.1.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" excluded under Paragraph **B.1.** results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under business income and/or extra expense coverage or endorsements that apply to those coverages.

C. Section II – Liability is amended as follows:

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

- a. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

- b. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- c. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

2. The following definition is added:

- a. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this coverage form or any applicable endorsement, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in this coverage form or any applicable endorsement.

D. Section I – Property and Section II – Liability are amended as follows:

CAP ON CERTIFIED TERRORISM LOSSES

The following limitation applies to coverage for any one or more "certified acts of terrorism" that are not excluded by the terms of the exclusion in Paragraphs **B.1.** and **C.1.** and to any loss or damage that is covered and to which the exception in Paragraph **B.2.** applies.

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.

E. The following provision is added to Section I – Property and Section II – Liability:

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I – Property is amended as follows:

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 in the:

- a. Additional Coverage – Electronic Data; or
- b. Additional Coverage – Interruption Of Computer Operations.

3. Computer Fraud And Funds Transfer Fraud Endorsement

The exclusion in Paragraph **A.** does not apply to the Computer Fraud And Funds Transfer Fraud endorsement when attached to your policy.

4. Electronic Commerce Endorsement

The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

5. Information Security Protection Endorsement

The exclusion in Paragraph **A.** does not apply to the Information Security Protection Endorsement when attached to your policy.

C. Vandalism

The following is added to Vandalism:

Vandalism does not include a cyber incident as described in Paragraph **A.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM
INFORMATION SECURITY PROTECTION ENDORSEMENT**

A. Section I – Property is amended as follows:

1. With respect to an "open policy", the following is added to any provision which uses the term actual cash value:
 - a. In the event of a partial or total loss to a building or structure, actual cash value is calculated as **a.(1)** or **a.(2)**, whichever is less:
 - (1) The amount it would cost to repair, rebuild or replace the property less a fair and reasonable deduction for physical depreciation of the components of the building or structure that are normally subject to repair or replacement during its useful life. Physical depreciation is based upon the condition of the property at the time of loss; or
 - (2) The Limit of Insurance applicable to the property.
 - b. In the event of a partial or total loss to Covered Property other than a building or structure, actual cash value is calculated as **b.(1)** or **b.(2)**, whichever is less:
 - (1) The amount it would cost to repair or replace the property less a fair and reasonable deduction for physical depreciation, based on the condition of the property at the time of loss; or
 - (2) The Limit of Insurance applicable to the property.
 - c. An "open policy" is a policy under which the value of Covered Property is not fixed at policy inception, but is determined at the time of loss in accordance with policy provisions on valuation.

2. Paragraph E.2. Appraisal Property Loss Conditions is replaced by the following:

2. Appraisal

If we and you disagree on the value of the property or the actual cash value or the amount of loss, either may make written request for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. However, in the event of a government-declared disaster, as defined in the Government Code, appraisal may be requested by either you or us but shall not be compelled. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, 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 actual cash value 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 set the amount of actual cash value and loss and 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. Paragraph E.5.d.(1)(c) of the Loss Payment Property Loss Conditions is deleted.

4. Paragraphs **E.5.d.(1)(d)** and **E.5.d.(5)** of the **Loss Payment** Property Loss Conditions are replaced as follows:

(d) We will not pay on a replacement cost basis for any loss or damage until the lost or damaged property is actually repaired or replaced. Prior to such repair or replacement, we will pay the actual cash value of the lost or damaged property as described in Paragraph **A.1.** of this Endorsement. If the actual cash value does not exhaust the applicable Limit of Insurance, we will then pay the difference between the actual cash value and the replacement cost, provided that the repair or replacement is completed:

- (i) Within 12 months after we pay the actual cash value; or
- (ii) Within 36 months after we pay the actual cash value if the loss or damage relates to a state of emergency under California Law.

The following provision applies to real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit:

If you, acting in good faith and with reasonable diligence, encounter a delay or delays in approval for, or reconstruction of, the residence that are beyond your control, we shall provide one or more additional extensions of six months for good cause. Circumstances beyond your control include, but are not limited to:

- (i) Unavoidable construction permit delays;
- (ii) The lack of necessary construction materials; or
- (iii) The unavailability of contractors to perform the necessary work.

Nothing in this Paragraph (d) constitutes a waiver of our right to deny the claim for any valid reason or to restrict payment in cases of suspected fraud.

(5) Tenants' improvements and betterments at:

- (a) Replacement cost in accordance with the terms set forth in Paragraph (d) above.
- (b) A proportion of your original cost if the property is not repaired or replaced. We will determine the proportionate value as follows:

- (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
- (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (c) Nothing if others pay for repairs or replacement.

B. Section III – Common Policy Conditions is amended as follows:

1. Paragraphs **A.2.** and **A.3. Cancellation** are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this Policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this Policy by mailing or delivering to the first Named Insured at the mailing address shown in the Policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this Policy.

- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this Policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this Policy only upon the occurrence, after the effective date of the Policy, of one or more of the following:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this Policy.
 - (3) A judgment by a court or an administrative tribunal that you have violated a California or federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

- (b) Continuation of the policy coverage would:

- (i) Place us in violation of California Law or the laws of the state where we are domiciled; or

- (ii) Threaten our solvency.

- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the Policy.

- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the Policy, and to the producer of record, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

- (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

- 2. The following provision is added to Paragraph A. Cancellation:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit. If such coverage has been in effect for 60 days or less and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except that we may not cancel this Policy solely because:

- a. Corrosive soil conditions exist on the premises; or

- b. The first Named Insured has:

- (1) Accepted an offer of earthquake coverage; or

- (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this Policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this Policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- a. When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- b. If willful or grossly negligent acts or omissions by the named insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- c. If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

3. Paragraph C. Concealment, Misrepresentation Or Fraud is replaced by the following with respect to loss or damage caused by fire:

We do not provide coverage to the insured who, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

- a. This Policy;
- b. The Covered Property;
- c. That insured's interest in the Covered Property; or
- d. A claim under this Policy.

4. Paragraph C. Concealment, Misrepresentation Or Fraud is replaced by the following with respect to loss or damage caused by a Covered Cause of Loss other than fire:

This Policy is void if any insured, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

- a. This Policy;
- b. The Covered Property;
- c. An insured's interest in the Covered Property; or
- d. A claim under this Policy.

5. Paragraph H.1. Other Insurance is replaced by the following (with respect to coverage provided under Section I – Property):

If there is other insurance covering the same loss or damage, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance bears to the Limits of Insurance of all insurance covering on the same basis.

We will not pay more than the applicable Limit of Insurance of Section I – Property.

6. The following paragraph is added and supersedes any provisions to the contrary:

M. Nonrenewal

1. Subject to the provisions of Paragraphs 2. and 3. below, if we elect not to renew this Policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the Policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit.

If this Policy provides coverage as described in the preceding paragraph, and we elect not to renew this Policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at the mailing address shown in the Policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this Policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the named insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

We may elect not to renew such coverage for any reason, except that we will not refuse to renew such coverage solely because:

- a. The first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this Policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- b. The first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
- c. Corrosive soil conditions exist on the premises.

If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this Policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- a. If willful or grossly negligent acts or omissions by the named insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
 - b. If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
 - c. If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the Policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph 1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the Policy, to obtain that coverage.
 - d. If the Policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the Policy within 60 days of the end of the policy period.

- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph 1., to renew the Policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

C. The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

1. Paragraph (2) of Insuring Agreement **d. Security Breach Liability** is replaced by the following:

- (2) We will pay for "defense expenses" as a result of a "claim" in the form of a "regulatory proceeding" first made against the insured during the "policy period" or during the applicable Extended Reporting Period, in response to a "wrongful act" or a series of "interrelated wrongful acts" covered under Paragraph **d.(1)**.

2. Paragraph **d.** of the definition of "loss" in Paragraph **V.** is replaced by the following:

d. With respect to Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**:

Compensatory damages, settlement amounts and costs awarded pursuant to judgments or settlements.

"Loss" does 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) Royalties;
- (6) The amount of any disgorged profits; or
- (7) Matters that are uninsurable pursuant to law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

A named insured of the Nonprofits Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph H. Property Definitions in Section I – Property and Paragraph F. Liability And Medical Expenses Definitions in Section II – Liability.

SECTION I – PROPERTY

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 includes Buildings as described under Paragraph a. below, Business Personal Property as described under Paragraph b. below, or both, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph 2. Property Not Covered.

a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;

(5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:

- (a) Fire extinguishing equipment;
- (b) Outdoor furniture;
- (c) Floor coverings; and
- (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(6) If not covered by other insurance:

- (a) Additions under construction, alterations and repairs to the buildings or structures;
- (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 buildings or structures.

b. Business Personal Property located in or on the buildings or structures at the described premises or in the open (or in a vehicle) within 100 feet of the building or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, including:

- (1) Property you own that is used in your business;
- (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);
- (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;

- (4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph 1.b.(2); and
- (5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;
- b. "Money" or "securities" except as provided in the:
 - (1) Money And Securities Optional Coverage; or
 - (2) Employee Dishonesty Optional Coverage;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants which are part of a vegetated roof), all except as provided in the:
 - (1) Outdoor Property Coverage Extension; or
 - (2) Outdoor Signs Optional Coverage;
- f. Watercraft (including motors, equipment and accessories) while afloat;
- g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;
- h. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";

- i. "Electronic data," except as provided under Additional Coverages – Electronic Data. This Paragraph i. 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 system; or
- j. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.

3. Covered Causes Of Loss

Direct physical loss unless the loss excluded or limited under Section I – Property.

4. Limitations

- a. We will not pay for loss of or damage to:
 - (1) 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.
 - (2) 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.
 - (3) 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. This limitation does not apply to the Optional Coverage for Money and Securities.
 - (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
 - (5) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- (6) Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (a) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (b) Changes in or extremes of temperature;
 - (c) Disease;
 - (d) Frost or hail;
 - (e) Rain, snow, ice or sleet.
- b. 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:
 - (1) Animals, and then only if they are killed or their destruction is made necessary.
 - (2) Fragile articles such as glassware, statuary, marble, chinaware and porcelain, if broken. This restriction does not apply to:
 - (a) Glass that is part of the exterior or interior of a building or structure;
 - (b) Containers of property held for sale; or
 - (c) Photographic or scientific instrument lenses.
- c. For loss or damage by theft, the following types of property are covered only up to the limits shown (unless a higher Limit Of Insurance is shown in the Declarations):
 - (1) \$2,500 for furs, fur garments and garments trimmed with fur.
 - (2) \$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.

- (3) \$2,500 for patterns, dies, molds and forms.

5. 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 resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
 - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
 - (d) Remove property of others of a type that would not be Covered Property under this policy;
 - (e) Remove deposits of mud or earth from the grounds of the described premises;
 - (f) Extract "pollutants" from land or water; or
 - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:

- (a) The most that 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 Paragraph (3)(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 Paragraphs (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 \$25,000.

(5) Examples

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable (\$50,000 – \$500)	\$ 49,500

Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable (\$10,000 is 20% of \$50,000)	\$ 10,000

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 (\$80,000 – \$500)	\$ 79,500
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 is 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 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 of 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 \$2,500 for service at each premises described in the Declarations, unless a different 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.

d. Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs **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 policy or that contains Covered Property insured under this policy, 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:
 - (i) A cause of loss listed in Paragraph **(2)(a)** or **(2)(b)**;
 - (ii) One or more of the "specified causes of loss";
 - (iii) Breakage of building glass;
 - (iv) Weight of people or personal property; or
 - (v) Weight of rain that collects on a roof.
- (3) This Additional Coverage – 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) Awnings;
 - (b) Gutters and downspouts;
 - (c) Yard fixtures;

- (d) Outdoor swimming pools;
- (e) Piers, wharves and docks;
- (f) Beach or diving platforms or appurtenances;
- (g) Retaining walls; and
- (h) Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in Paragraphs (2)(a) through (2)(d), we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this policy and the property is Covered Property under this policy.

- (5) If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - (a) The collapse of personal property was caused by a cause of loss listed in Paragraphs (2)(a) through (2)(d) of this Additional Coverage;
 - (b) The personal property which collapses is inside a building; and
 - (c) The property which collapses is not of a kind listed in Paragraph (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 policy.

- (8) The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in Paragraphs d.(1) through d.(7).

e. 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 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.

We will not pay the cost to repair any defect that caused the loss or damage; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- (1) Results in discharge of any substance from an automatic fire protection system; or
- (2) Is directly caused by freezing.

f. Business Income

(1) Business Income

- (a) 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 the described premises. 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 mean:

- (i) The portion of the building which you rent, lease or occupy;
- (ii) The area within 100 feet of the building or 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

- (iii) Any area within the building or at the described premises, if that area services, or is used to gain access to, portion of the building which you rent, lease or occupy.
- (b) We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.
- (c) Business Income means the:
 - (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred 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; and
 - (ii) Continuing normal operating expenses incurred, including payroll.
- (d) Ordinary payroll expenses:
 - (i) Means payroll expenses for all your employees except:
 - i. Officers;
 - ii. Executives;
 - iii. Department Managers;
 - iv. Employees under contract; and
 - v. Additional Exemptions shown in the Declarations as:

- Job Classifications; or
- Employees.

(ii) Include:

- i. Payroll;
- ii. Employee benefits, if directly related to payroll;
- iii. FICA payments you pay;
- iv. Union dues you pay; and
- v. Workers' compensation premiums.

(2) Extended Business Income

- (a) 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:
 - (i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and
 - (ii) 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 Paragraph (a)(i) above, unless a greater number of consecutive days is shown in the Declarations.

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

- (b) 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.
- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
 - (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

g. Extra Expense

- (1) We will pay necessary Extra Expense 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 at the described premises. 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 mean:

- (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 means expense incurred:

- (a) To avoid or minimize the suspension of business and to continue "operations":
 - (i) At the described premises; or
 - (ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
- (b) To minimize the suspension of business if you cannot continue "operations."

(c) To:

- (i) Repair or replace any property; or
- (ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage f. Business Income.

- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
 - (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

h. 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 for each location under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

i. Civil Authority

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 necessary 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.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

j. Money Orders And "Counterfeit Money"

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is \$1,000.

k. Forgery Or Alteration

- (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 Additional Coverage is \$2,500, unless a higher Limit of Insurance is shown in the Declarations.

I. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings insured on a replacement cost basis.
- (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 Paragraphs (3) through (9) of this Additional Coverage.
- (3) The ordinance or law referred to in Paragraph (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 "fungi," wet rot or dry rot; 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," "fungi," wet rot or dry rot.
- (6) The most we will pay under this Additional Coverage, for each described building insured under Section I – Property, is \$10,000. If a damaged building(s) 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 each damaged building, is \$10,000.

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 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 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 Property Loss Condition in Section I – Property 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 Paragraph (6) of this Additional Coverage, is not subject to such limitation.
- m. Business Income From Dependent Properties**
- (1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause of Loss.
- However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or secondary dependent property is loss or damage to "electronic data," including destruction or corruption of "electronic data." If the dependent property or secondary dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.
- The most we will pay under this Additional Coverage is \$5,000 unless a higher Limit Of Insurance is indicated in the Declarations.
- (2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations," in whole or in part, by using any other available:
 - (a) Source of materials; or
 - (b) Outlet for your products.
 - (3) 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) Dependent property means property owned by others whom you depend on to:
 - (a) Deliver materials or services to you, or to others for your account. But services does not mean water, supply services, wastewater removal services, communication supply services or power supply services;
 - (b) Accept your products or services;
 - (c) Manufacture your products for delivery to your customers under contract for sale; or
 - (d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.
 - (5) Secondary dependent property means an entity which is not owned or operated by a dependent property and which:
 - (a) Delivers materials and services to a dependent property, which in turn are used by the dependent property in providing materials or services to you; or
 - (b) Accepts materials or services from a dependent property, which in turn accepts your materials or services.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a secondary dependent property.

Any property which delivers any of the following services is not a secondary dependent property with respect to such services:

 - (i) Water supply services;

- (ii) Wastewater removal services;
- (iii) Communication supply services;
or
- (iv) Power supply services.

The secondary dependent property must be located in the coverage territory of this policy.

(6) The coverage period for Business Income under this Additional Coverage:

- (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 or secondary dependent property; and
- (b) Ends on the date when the property at the premises of the dependent property or secondary dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

(7) The Business Income coverage period, as stated in Paragraph (6), does not include any increased period required due to the enforcement of 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."

The expiration date of this policy will not reduce the Business Income coverage period.

(8) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

n. Glass Expenses

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

- (2) 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.

o. Fire Extinguisher Systems Recharge Expense

- (1) We will pay:

- (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and
- (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.

- (3) The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

p. Electronic Data

- (1) 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.

- (2) The Covered Causes of Loss applicable to Business Personal Property include a computer 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.
- (3) The most we will pay under this Additional Coverage – Electronic Data 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, is \$10,000, unless a higher Limit of Insurance is shown in the Declarations. 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.
- (4) This Additional Coverage does not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

q. Interruption Of Computer Operations

- (1) 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.

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

- (a) Coverage under this Additional Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" and Collapse.
- (b) If the Businessowners Coverage 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.
- (c) The Covered Causes of Loss include a computer 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, modify, maintain, repair or replace that system.

- (3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is \$10,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (4) 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 (3) above has not been exhausted.
- (5) 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 Paragraphs (1) through (4) of this Additional Coverage.
- (6) 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 Paragraphs (1) through (4) of this Additional Coverage.
- (7) This Additional Coverage 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.

r. Limited Coverage For "Fungi," Wet Rot Or Dry Rot

- (1) The coverage described in Paragraphs r.(2) and r.(6) only applies when the "fungi," wet rot or dry rot is the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

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 "fungi," wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:
 - (a) Direct physical loss or damage to Covered Property caused by "fungi," wet rot or dry rot, including the cost of removal of the "fungi," wet rot or dry rot;
 - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi," wet rot or dry rot; and
 - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi," wet rot or dry rot are present.
- (3) The coverage described under 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) 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 "fungi," wet rot or dry rot, we will not pay more than the total of \$15,000 even if the "fungi," wet rot or dry rot continues to be present or active, or recurs, in a later policy period.

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

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

- (5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.
- (6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage.
- (a) If the loss which resulted in "fungi," wet rot or dry rot does not in itself necessitate a suspension of "operations," but such suspension is necessary due to loss or damage to property caused by "fungi," wet rot or dry rot, then our payment under the 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 "fungi," wet rot or dry rot, but remediation of "fungi," wet rot or dry rot 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.

6. Coverage Extensions

In addition to the Limits of Insurance of Section I – Property, you may extend the insurance provided by this policy as provided below.

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.

a. Newly Acquired Or Constructed Property

(1) Buildings

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

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at premises other than the one described, 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) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (a) Business Personal Property, including such property that you newly acquire, at any location you acquire;

- (b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

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

(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 Property Off-premises

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities," "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, (other than trees, shrubs or plants which are part of a vegetated roof), including debris removal expense. Loss or damage must be caused by or result from any of the following 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 \$2,500, unless a higher Limit of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant. 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, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members," your "managers" or your employees, including temporary or leased employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises.

e. Valuable Papers And Records

- (1) You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.
- (2) This Coverage Extension does not apply to:
 - (a) Property held as samples or for delivery after sale; and
 - (b) Property in storage away from the premises shown in the Declarations.
- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.
- (4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.
- (5) Paragraph **B. Exclusions in Section I** – Property does not apply to this Coverage Extension except for:
 - (a) Paragraph **B.1.c.**, Governmental Action;
 - (b) Paragraph **B.1.d.**, Nuclear Hazard;
 - (c) Paragraph **B.1.f.**, War And Military Action;
 - (d) Paragraph **B.2.f.**, Dishonesty;

- (e) Paragraph **B.2.g.**, False Pretense;
- (f) Paragraph **B.2.m.(2)**, Errors Or Omissions; and
- (g) Paragraph **B.3.**

f. Accounts Receivable

- (1) You may extend the insurance that applies to Business Personal Property to apply to accounts receivable. We will pay:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
 - (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.
- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$5,000.
- (3) Paragraph **B. Exclusions in Section I** – Property does not apply to this Coverage Extension except for:
 - (a) Paragraph **B.1.c.**, Governmental Action;
 - (b) Paragraph **B.1.d.**, Nuclear Hazard;
 - (c) Paragraph **B.1.f.**, War And Military Action;
 - (d) Paragraph **B.2.f.**, Dishonesty;
 - (e) Paragraph **B.2.g.**, False Pretense;
 - (f) Paragraph **B.3.**; and
 - (g) Paragraph **B.6.**, Accounts Receivable Exclusion.

g. Business Personal Property Temporarily in Portable Storage Units

- (1) You may extend the insurance that applies to 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 building or structure described in the Declarations or within 100 feet of the described premises, whichever distance is greater.
- (2) The limitation under Paragraph **A.4.a.(5)** 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.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form, and does not apply to loss or damage to the storage unit itself.

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. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.
 - a. Ordinance Or Law**
 - (1) The enforcement of or compliance with any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or

(b) Requiring the tearing down of any property, including the cost of removing its debris.

- (2) This exclusion, Ordinance Or Law, applies whether the loss results from:

(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 Paragraphs (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 of or damage to Covered 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 policy.

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.

This exclusion does not apply to loss or damage to "computer(s)" and "electronic data."

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.

h. Certain Computer-Related Losses

- (1) The failure, malfunction or inadequacy of:

- (a) Any of the following, whether belonging to any insured or to others:
 - (i) "Computer" hardware, including microprocessors or other electronic data processing equipment as may be described elsewhere in this policy;
 - (ii) "Computer" application software or other "electronic data" as may be described elsewhere in this policy;
 - (iii) "Computer" operating systems and related software;
 - (iv) "Computer" networks;
 - (v) Microprocessors ("computer" chips) not part of any "computer" system; or
 - (vi) Any other computerized or electronic equipment or components; or
- (b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph (a) above;

due to the inability to correctly recognize, 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 (1) above.

However, if excluded loss or damage, as described in Paragraph (1) above results in a "specified cause of loss" under Section I – Property, we will pay only for the loss or damage caused by such "specified cause of loss."

We will not pay for repair, replacement or modification of any items in Paragraph (1)(a) or (1)(b) to correct any deficiencies or change any features.

i. "Fungi," Wet Rot Or Dry Rot

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

But if "fungi," wet rot or dry rot 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 "fungi," wet rot or dry rot result from fire or lightning; or
- (2) To the extent that coverage is provided in the Limited Coverage For "Fungi," Wet Rot Or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning.

j. Virus Or Bacteria

- (1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- (2) However, the exclusion in Paragraph (1) does not apply to loss or damage caused by or resulting from "fungi," wet rot or dry rot. Such loss or damage is addressed in Exclusion i.;

- (3) With respect to any loss or damage subject to the exclusion in Paragraph (1), such exclusion supersedes any exclusion relating to "pollutants."
2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Electrical Apparatus

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:

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by fire.

We will pay for loss or damage to "computer(s)" due to artificially generated electrical, magnetic or electromagnetic energy if such loss or damage is caused by or results from:

- (1) An occurrence that took place within 100 feet of the described premises; or
- (2) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 100 feet of the described premises.

b. Consequential Losses

Delay, loss of use or loss of market.

c. Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

d. Steam Apparatus

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.

e. Frozen Plumbing

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.

f. Dishonesty

Dishonest or criminal acts (including theft) by you, anyone else with an interest in the property, or any of your or their partners, "members," officers, "managers," employees (including temporary or leased employees), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by 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 or leased employees) or authorized representatives; but theft by your employees (including temporary or leased employees) or authorized representatives is not covered.

With respect to accounts receivable and "valuable papers and records," this exclusion does not apply to carriers for hire.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

g. False Pretense

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.

h. Exposed Property

Rain, snow, ice or sleet to personal property in the open.

i. Collapse

(1) Collapse, including any of the following conditions of property or any part of the property:

- (a) An abrupt falling down or caving in;
- (b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to Paragraph i.(1)(a) or i.(1)(b).

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

(2) This Exclusion i., 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.

j. Pollution

We will not pay for loss or damage caused by or resulting from the 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."

k. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

l. Other Types Of Loss

- (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.

This exclusion does not apply with respect to the breakdown of "computer(s)";

- (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 Paragraphs (1) through (7) above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

m. Errors Or Omissions

Errors or omissions in:

- (1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or
- (2) Processing or copying "valuable papers and records."

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

n. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data."

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "electronic data," except as provided for under the Additional Coverages of Section I – Property.

However, we will pay for direct loss or damage caused by lightning.

p. Continuous Or Repeated Seepage Or Leakage Of Water

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.

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs **a.** through **c.** But if an excluded cause of loss that is listed in Paragraphs **a.** through **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

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **B.1.** above to produce the loss or damage.

b. Acts Or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

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. Additional Exclusion

The following applies only to the property specified in this Additional Exclusion.

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.

5. Business Income And Extra Expense Exclusions

a. We will not pay for:

- (1) Any Extra Expense, or increase of Business Income 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.

(2) Any other consequential loss.

b. With respect to this exclusion, suspension means:

(1) The partial slowdown or complete cessation of your business activities; and

(2) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

6. Accounts Receivable Exclusion

The following additional exclusion applies to the Accounts Receivable Coverage Extension:

We will not pay for:

a. 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.

b. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.

c. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

C. Limits Of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limits of Insurance of Section I – Property shown in the Declarations.

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

3. The amounts of insurance applicable to the Coverage Extensions and the following Additional Coverages apply in accordance with the terms of such coverages and are in addition to the Limits of Insurance of Section I – Property:

a. Fire Department Service Charge;

b. Pollutant Clean-up And Removal;

c. Increased Cost Of Construction;

d. Business Income From Dependent Properties;

e. Electronic Data; and

f. Interruption Of Computer Operations.

4. Building Limit – Automatic Increase

a. In accordance with Paragraph C.4.b., the Limit of Insurance for Buildings will automatically increase by 8%, unless a different percentage of annual increase is shown in the Declarations.

b. The amount of increase is calculated as follows:

(1) Multiply the Building limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Building limit by:

(a) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 7% is .07); or

(b) .08, if no percentage of annual increase is shown in the Declarations; and

(2) Multiply the number calculated in accordance with b.(1) by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example:

If:

The applicable Building limit is \$100,000. The annual percentage increase is 8%. The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is

$$\$100,000 \times .08 \times 146 \div 365 = \$3,200.$$

5. Business Personal Property Limit – Seasonal Increase

- a. Subject to Paragraph 5.b., the Limit of Insurance for Business Personal Property is automatically increased by:

- (1) The Business Personal Property – Seasonal Increase percentage shown in the Declarations; or
- (2) 25% if no Business Personal Property – Seasonal Increase percentage is shown in the Declarations;

to provide for seasonal variances.

- b. The increase described in Paragraph 5.a will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

- (1) The 12 months immediately preceding the date the loss or damage occurs; or
- (2) The period of time you have been in business as of the date the loss or damage occurs.

D. Deductibles

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of Section I – Property.
2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is the Optional Coverage Deductible shown in the Declarations:
 - a. Money and Securities;
 - b. Employee Dishonesty;
 - c. Outdoor Signs; and
 - d. Forgery or Alteration.

But this Optional Coverage Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible in the Declarations.

3. No deductible applies to the following Additional Coverages:

- a. Fire Department Service Charge;
- b. Business Income;
- c. Extra Expense;
- d. Civil Authority; and
- e. Fire Extinguisher Systems Recharge Expense.

E. Property Loss Conditions

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on 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 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 Limits of Insurance of Section I – Property. 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.

(9) 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.

4. 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 on which the direct physical loss or damage occurred.

5. Loss Payment

In the event of loss or damage covered by this policy:

a. 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;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph d.(1)(e) below.

b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

c. We will not pay you more than your financial interest in the Covered Property.

d. Except as provided in Paragraphs (2) through (7) below, we will determine the value of Covered Property as follows:

(1) At replacement cost without deduction for depreciation, subject to the following:

(a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:

(i) The Limit of Insurance under Section I – Property that applies to the lost or damaged property;

(ii) The cost to replace, on the same premises, the lost or damaged property with other property:

i. Of comparable material and quality; and

- ii. Used for the same purpose; or
- (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

- (b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:
 - (i) The actual cash value of the lost or damaged property; or
 - (ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the full replacement cost of the property.

Example

The full replacement cost of property which suffers a total loss is \$100,000. The property is insured for \$70,000. 80% of the full replacement cost of the property immediately before the loss is \$80,000 (\$100,000 x .80 = \$80,000). A partial loss of \$25,000 is sustained. The amount of recovery is determined as follows:

Amount of recovery

$$\$70,000 \div \$80,000 = .875$$

$$.875 \times \$25,000 = \$21,875$$

- (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 on a replacement cost basis 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:
 - (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is \$2,500 or less, we will settle the loss according to the provisions of Paragraphs **d.(1)(a)** and **d.(1)(b)** above whether or not the actual repair or replacement is complete.

- (e) 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.
- (2) If the Actual Cash Value – Buildings option applies, as shown in the Declarations, Paragraph **(1)** above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.
- (3) The following property at actual cash value:
 - (a) Used or secondhand merchandise held in storage or for sale;

- (b) Property of others. However, 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;
 - (c) Household contents, except personal property in apartments or rooms furnished by you as landlord;
 - (d) Manuscripts; and
 - (e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.
- (4) Glass at the cost of replacement with safety glazing material if required by law.
- (5) Tenants' Improvements and Betterments at:
- (a) Replacement cost if you make repairs promptly.
 - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (c) Nothing if others pay for repairs or replacement.
- (6) Applicable only to the Optional Coverages:
- (a) "Money" at its face value; and
 - (b) "Securities" at their value at the close of business on the day the loss is discovered.
- (7) Applicable only to Accounts Receivable:
- (a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
 - (i) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (ii) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
 - (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (i) The amount of the accounts for which there is no loss or damage;
 - (ii) The amount of the accounts that you are able to reestablish or collect;
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (iv) All unearned interest and service charges.
- e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy; and
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- 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 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.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must 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 Limits of Insurance of Section I – Property.

7. Resumption Of Operations

We will reduce the amount of your:

- a. Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

- b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

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

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

b. Vacancy Provisions

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

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.

- (2) With respect to Covered Causes of Loss other than those listed in Paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

F. Property General Conditions

1. 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 Form 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.

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 policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this policy 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 policy 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 policy:

- (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 non-payment 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.

3. No Benefit To Bailee

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

4. Policy Period, Coverage Territory

Under Section I – Property:

- a. We cover loss or damage commencing:
 - (1) During the policy period shown in the Declarations; and
 - (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.
- b. The coverage territory is:
 - (1) The United States of America (including its territories and possessions);
 - (2) Puerto Rico; and
 - (3) Canada.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below.

1. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. Paragraph **A.3.**, Covered Causes Of Loss, and Paragraph **B.**, Exclusions in Section I – Property, do not apply to this Optional Coverage, except for:
 - (1) Paragraph **B.1.c.**, Governmental Action;
 - (2) Paragraph **B.1.d.**, Nuclear Hazard; and
 - (3) Paragraph **B.1.f.**, War And Military Action.
- c. We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion; or
 - (5) Mechanical breakdown.
- d. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Outdoor Signs shown in the Declarations.
- e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

2. Money And Securities

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee (including a temporary or leased employee) having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- (1) Theft, meaning any act of stealing;
- (2) Disappearance; or
- (3) Destruction.

- b. In addition to the Limitations and Exclusions applicable to Section I – Property, we will not pay for loss:

- (1) Resulting from accounting or arithmetical errors or omissions;
- (2) Due to the giving or surrendering of property in any exchange or purchase; or
- (3) 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.

- c. The most we will pay for loss in any one occurrence is:

- (1) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; and
- (2) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.

- d. All loss:

- (1) Caused by one or more persons; or
- (2) Involving a single act or series of related acts;

is considered one occurrence.

- e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

3. Employee Dishonesty

- a. We will pay for direct loss of or damage to 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:
 - (1) Cause you to sustain loss or damage; and also

- (2) 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:
 - (a) Any employee; or
 - (b) Any other person or organization.
- b. We will not pay for loss or damage:
 - (1) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
 - (2) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph a.), "managers" or directors:
 - (a) Whether acting alone or in collusion with other persons; or
 - (b) 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.
 - (4) Caused by an employee if the employee has also committed theft or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members," "managers," officers, directors or trustees, not in collusion with the employee, learned of that theft or dishonest act prior to the policy period shown in the Declarations.
- c. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Employee Dishonesty shown in the Declarations.
- d. All loss or damage:
 - (1) Caused by one or more persons; or
 - (2) Involving a single act or series of acts; is considered one occurrence.
- e. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

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.
- f. This Optional Coverage is cancelled as to any employee immediately upon discovery by:
 - (1) You; or
 - (2) Any of your partners, "members," "managers," officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.
- g. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- h. If you (or any predecessor in interest) sustained loss or damage during the policy 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 Optional Coverage, provided:
 - (1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- i. The insurance under Paragraph h. above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:
 - (1) This Optional Coverage as of its effective date; or

- (2) The prior insurance had it remained in effect.
- j. With respect to the Employee Dishonesty Optional Coverage in Paragraph **G.3.**, employee means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent employee as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
 - (4) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or
 - (5) 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; or
- (2) Any "manager," director or trustee except while performing acts coming within the usual duties of an employee.

4. Equipment Breakdown Protection Coverage

- a. We will pay for direct loss of or damage to Covered Property caused by or resulting from a mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment.

Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:

- (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- (2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (3) Damage to any vacuum tube, gas tube, or brush; or
- (4) The functioning of any safety or protective device.
- b. Paragraphs **A.4.a.(1)** and **A.4.a.(2), Limitations**, do not apply to this Optional Coverage.
- c. With respect to the coverage provided by this Optional Coverage, the following exclusions in Paragraph **B. Exclusions** do not apply:
 - (1) Paragraph **B.2.a. Electrical Apparatus**;
 - (2) Paragraph **B.2.d. Steam Apparatus**; and
 - (3) Paragraph **B.2.l.(6) Mechanical Breakdown**.
- d. With respect to the coverage provided by this Optional Coverage, Paragraph **G.1.c.(5)** of the **Outdoor Sign Optional Coverage** does not apply.
- e. If a dollar deductible is shown in the Declarations for this Optional Coverage, we will first subtract the applicable deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the applicable deductible up to the applicable limit for this coverage.

If no optional deductible is chosen for this Optional Coverage, the Property Deductible shown in the Declarations applies.

- f. With respect to **Additional Coverages 5.f. Business Income** and **5.g. Extra Expense**, if the 72-hour time period in the definition of "period of restoration" (hereinafter referred to as time deductible) is amended for this Optional Coverage as shown in the Declarations, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the time deductible in the Declarations immediately following a mechanical breakdown or electrical failure. If a time deductible is shown in days, each day shall mean 24 consecutive hours.

As respects the coverage provided by this Optional Coverage, any time deductible shown in the Declarations for Equipment Breakdown Protection Coverage supersedes any time deductible otherwise applicable to the Business Income coverage provided by this policy.

- g. With respect to the coverage provided by this Optional Coverage, Paragraph **H. Property Definitions** is amended as follows:

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" includes those used to operate production type machinery or equipment.

- h. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may suspend coverage provided by this Optional Coverage for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment.

However, coverage provided by this Optional Coverage may be reinstated for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment if the reasons for the suspension are found by any of our representatives to no longer exist.

We may suspend or reinstate this Optional coverage by mailing or delivering a written notification regarding the suspension or reinstatement to:

- (1) Your last known address; or
- (2) The address where the pressure, mechanical or electrical machinery and equipment is located.

This notification will indicate the effective date of the suspension or reinstatement.

If the coverage provided by this Optional Coverage is not reinstated, 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.

H. Property Definitions

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production type machinery or equipment.

2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "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.
4. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
5. "Manager" means a person serving in a directorial capacity for a limited liability company.

6. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager."
7. "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.
8. "Operations" means your business activities occurring at the described premises.
9. "Period of restoration":
 - a. 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.
 - b. 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."
10. "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.
11. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
but does not include "money."
12. "Specified causes of loss" means the following:

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

 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss of 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 any part of a system or appliance (other than a sump system including its related equipment and parts) containing 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 that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage 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 ground surface.

- 13.** "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.

- 14.** "Valuable papers and records" means inscribed, printed or written:

- a.** Documents;
- b.** Manuscripts; and
- c.** Records;

including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities."

SECTION II – LIABILITY

Not Available in this Coverage Form

SECTION III – COMMON POLICY 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.** Five days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy;

- (1)** The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

- (a)** Seasonal unoccupancy; or
- (b)** Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

- (3)** After damage by a Covered Cause of Loss, permanent repairs to the building:

- (a)** Have not started, and
- (b)** Have not been contracted for, within 30 days of initial payment of loss.

- (3)** The building has:

- (a)** An outstanding order to vacate;
- (b)** An outstanding demolition order; or
- (c)** Been declared unsafe by governmental authority.

- (4)** Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

- (5)** Failure to:

- (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
- (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
- b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- c. 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. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy 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 policy;
- 2. The Covered Property;

- 3. Your interest in the Covered Property; or
- 4. A claim under this policy.

D. 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.

E. 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 and 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.

F. 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.

G. Liberalization

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

H. Other Insurance

1. If there is other insurance covering the same loss or damage, 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 of Section I – Property.
2. Business Liability Coverage is excess over:
 - a. Any other insurance that insures for direct physical loss or damage; or
 - b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. 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.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy 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 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.
3. 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.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

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

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

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. 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.

NIAC PROPERTY ENHANCEMENT ENDORSEMENT COVERAGE HIGHLIGHTS

Accounts Receivable at the Described Premises	\$100,000
Accounts Receivable NOT at the Described Premises	\$100,000
Arson or Vandalism Reward for Information	\$5,000
Business Income	Period of Restoration Increased to 18 Consecutive Months
Business Income from Dependent Properties	\$50,000
Business Income Ordinary Payroll	Includes Officers, Executives, and Managers
Business Income Ordinary Payroll	Period of Restoration Increased to 120 Days
Coverage to the Undamaged Portion of the Building	25% of Building or \$150,000 whichever is less
Earthquake Sprinkler Leakage	\$10,000
Electronic Data	\$25,000
Extra Income Expense	Period of Restoration Increased to 18 Consecutive Months
Fire Department Service Charge	\$25,000
Fire Extinguisher Systems Recharge Expense	\$25,000
Increased Cost of Construction	25% of Building or \$150,000 whichever is less
Interruption of Computer Operations	\$25,000
Interruption of Utility Services or off-Premises Power Failure - Loss or Damage	\$25,000
Interruption of Utility Services or off-Premises Power Failure - Business Income & Extra Expense	\$25,000
Lock and Key Replacement	\$2,500
Newly Acquired or Constructed Property	90 days
Newly Acquired or Constructed Property	\$1,000,000 each Building
Newly Acquired or Constructed Property	\$250,000 Business Personal Property
Outdoor Property	\$50,000
Outdoor Property – Plants	\$1,000 each / \$10,000
Outdoor Property – Signs	\$25,000
Personal Effects at the Described Premises	\$25,000
Personal Property off Premises	\$250,000
Pollutant Clean up and Removal Coverage	\$25,000
Spoilage	\$25,000
Valuable Papers and Records at the Described Premises	\$100,000
Valuable Papers and Records NOT at the Described Premises	\$100,000
Water Damage	\$35,000
Workplace Violence/Crisis Incident/Outside Aggressor	\$30,000

No coverage is provided by these coverage highlights. If there is any conflict between the policy and the coverage highlights above, the provisions of the policy will prevail. Please read your policy and endorsements for a complete explanation and understanding of the coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property, Paragraph A. Coverage, 5. Additional Coverage, is revised as follows:

1. The most we will pay in Paragraph **5. c. Fire Department Service Charge** is increased from \$2,500 to \$25,000.
2. The "period of restoration" in Paragraph **5. f. (1) Business Income (b)** is increased from 12 consecutive months to 18 consecutive months and ordinary payroll is increased from 60 to 120 days.
3. Ordinary payroll expenses in Paragraph **5. f. (1) Business Income (d) (i)** is deleted and replaced by the following:
 - (i) Means payroll expenses for all your employees except:
 - i. Employees under contract; and
 - ii. Additional Exemptions shown in the Declarations as:
 - Job Classifications; or
 - Employees.
4. The "period of restoration" in Paragraph **5. g. Extra Expense (4)** is increased from 12 to 18 consecutive months.
5. The most we will pay for each location under Paragraph **5. h. Pollutant Clean Up and Removal** is increased from \$10,000 to \$25,000.
6. The Additional Coverage under Paragraph **5. I. Increased Cost Of Construction** is replaced in its entirety by the following:

5. I. A. Ordinance or Law Coverage

If a Covered Cause of Loss occurs to a building or buildings included as Covered Property as described under Paragraph A.1.a of this Policy, the **Ordinance or Law Coverage** will pay, subject to the terms, limits and conditions set forth within Section 5. I., the amounts set forth below.

B. Application Of Ordinance or Law Coverage

The Ordinance or Law Coverage applies only if both **B.1.** and **B.2.** are satisfied and is then subject to the qualifications set forth in **B.3.**

1. The ordinance or law:
 - a. Regulates the construction or repair of a building or buildings, or establishes zoning or land use requirements at the described premise; and

- b. Is in force at the time of loss.

But the Ordinance or Law Coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under Section 5. I.

- 2. The building or buildings sustain direct physical damage:
 - a. That is covered under this policy and such damage results in enforcement of the ordinance or law; or
 - b. That is covered under this policy and direct physical damage that is not covered under this policy, and the damage to the building or buildings in its entirety results in enforcement of the ordinance or law.
 - c. But if the damage 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 Coverage even if the building or buildings has also sustained covered direct physical damage.
- 3. If the situation described in **B.2.b.** above occurs, we will not pay the full amount of loss otherwise payable under the terms of the Ordinance or Law 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. (Section **G.** of this Ordinance or Law Coverage provides an example of this procedure.)

However, if the covered direct physical damage alone would have resulted in enforcement of an ordinance or law, then we will pay the full amount of loss otherwise payable under terms of the Ordinance or Law Coverage.

C. We will not pay under the Ordinance or Law Coverage for:

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

D. Coverage Exclusions

1. Coverage 1 – Coverage For Loss To The Undamaged Portion Of The Building

With respect to a building or buildings that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building or buildings as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. The most that we will pay for loss to the undamaged portion of the building(s) is 25% of the Building Limit of Insurance or \$150,000 whichever is less. If a building or buildings that has sustained covered direct physical loss 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 for

the loss in value of the undamaged portion of the building(s) is 25% of the damaged building's replacement cost or \$150,000, whichever is less. The combined limit of Coverage for Loss to the undamaged portion of the building and the Increased Cost Of Construction Coverage is \$150,000.

2. Coverage 2– Increased Cost Of Construction Coverage

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

- a. Repair or reconstruct damaged portions of that building(s); and/or
- b. Reconstruct or remodel undamaged portions of that building(s), 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:

- a. This coverage applies only if the restored or remodeled building(s) is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- b. We will not pay for the increased cost of construction if the building(s) is not repaired, reconstructed or remodeled.
- c. The most we will pay for each building is 25% of the Building Limit of Insurance or \$150,000, whichever is less. If a damaged building(s) 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 for each damaged building is 25% of the damaged building's replacement cost or \$150,000, whichever is less. The combined limit of the Increased Cost Of Construction and the Coverage for Loss to the Undamaged Portion of the Building is \$150,000.

E. Loss Payment

1. All following loss payment Provisions **E.2.** through **E.4.**, are subject to the apportionment procedure set forth in Section **B.3.** of the Ordinance or Law Coverage.
2. When there is a loss in value of an undamaged portion of a building or buildings to which the Ordinance or Law Coverage applies, the loss payment for that building(s), including damaged and undamaged portions, will be determined as follows:
 - a. If the building(s) is repaired or replaced on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2) The Limit of Insurance shown in the Declarations to this Policy as applicable to the covered building(s).
 - b. If the building(s) is not repaired or replaced, we will not pay more than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit of Insurance shown in the Declarations to this Policy as applicable to the covered building(s).
3. Unless Paragraph **E.4.** applies, loss payment under the Increased Cost Of Construction Coverage will be determined as follows:

- a. We will not pay under the Increased Cost Of Construction Coverage:
 - (1) Until the building(s) is actually repaired or replaced, at the same or another premises; and
 - (2) Unless such repair or replacement is made within two years after our payment of the actual cash value of the property subject to the replacement cost coverage, if any, unless we extend the time period for good cause.
- b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under the Increased Cost Of Construction Coverage is the lesser of:
 - (1) The increased cost of construction at the same premises; or
 - (2) The applicable Limit of Insurance.
- c. If an ordinance or law requires relocation to another premises, the most we will pay under the Increased Cost Of Construction Coverage is the lesser of:
 - (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit of Insurance.
- 4. The most we will pay, for the total of all covered losses for Coverage for Loss To The Undamaged Portion of the Building and Increased Cost Of Construction Coverage is \$150,000. Subject to this Limit of Insurance, the following loss payment provisions apply:
 - a. With respect to the Increased Cost Of Construction Coverage:
 - (1) We will not pay for the increased cost of construction:
 - (a) Until the building(s) is actually repaired or replaced, at the same or another premises; and
 - (b) Unless such repair or replacement is made within two years after our payment of the actual cash value of the property subject to the replacement cost coverage, if any, unless we extend the time period for good cause.
 - (2) If the building(s) is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

F. We will not pay for loss due to any ordinance or law that:

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

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

Assume:

- Wind is a Covered Cause of Loss. Flood is an excluded Cause of Loss
- The building has a value of \$200,000

- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance or Law Coverage: \$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 Ordinance or Law Coverage is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

7. The most we will pay under Paragraph **5. m. Business Income From Dependent Properties (1)** is increased from \$5,000 to \$50,000.
8. The most we will pay under Paragraph **5. o. Fire Extinguisher Systems Recharge Expense (3)** is increased from \$5,000 to \$25,000 in any one occurrence.
9. The most we will pay under Paragraph **5. p. Electronic Data (3)** is increased from \$10,000 to \$25,000 in any one policy year.
10. The most we will pay under Paragraph **5. q. Interruption of Computer Operations (3)** is increased from \$10,000 to \$25,000 in any one policy year.

Section I - Property, Paragraph A. Coverage, 5. Additional Coverage, is revised as follows:

The following are **added** to Paragraph **A. 5. Additional Coverage**:

s. Arson, Vandalism and Deliberate and Malicious Acts Reward

Subject to compliance with **E. Property Loss Conditions, 3. Duties In The Event Of Loss Or Damage**, if loss or damage is caused by or results from arson, vandalism or deliberate and malicious acts, we will reimburse you for rewards you pay for information leading to the arrest or conviction of those responsible for causing such loss or damage.

The most we will pay under this Additional Coverage is 10% of the amount we pay, subject to a maximum of \$5,000.

t. Spoilage

We will pay for direct physical loss or damage to your "perishable stock" caused by spoilage due to changes in temperature or humidity resulting from:

- i. Complete or partial interruption of electrical power to the described premises due to a conditions beyond your control, or
- ii. Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.

Coverage does not apply to:

- i. The manual disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power, or
- ii. The deactivation of electrical power or current caused by the throwing of any switch or other device used to control the flow of electrical power or current; or
- iii. The inability of an electric company or other power source to provide sufficient power; or
- iv. The inability of a power source at the described premises to provide sufficient power due to insufficient generating capacity to meet demand.

For purposes of this provision, "perishable stock" means personal property at the described premises owned by you or by others that is in your care, custody or control, maintained under controlled conditions for its preservations and susceptible to loss or damage if the controlled conditions change.

Perishable stock located on buildings or in the open or in vehicles is considered to be Property Not Covered.

The most we will pay for any one loss or occurrence is \$25,000.

u. Water Damage

Except as otherwise provided in **B. Exclusions 1. g. Water**, we will pay for loss or damage caused by or resulting from sudden flood or water, which backs up from a sewer, drain or sump.

The most we will pay for any one loss or occurrence is \$35,000.

v. Interruption of Utility Services or Off-Premise Power Failure

Except as otherwise provided in **B. Exclusions 1. e. Power Failure**, we will pay for loss or damage to Covered Property and actual loss of Business Income and Extra Expense (if included in the policy), caused by the interruption of utility services to the premises described in the Declarations. The interruption of service must result from sudden and direct physical loss or damage by a Covered Cause of Loss to "water supply services," "communication supply services" or "power supply services" which directly service the described premises.

For purposes of this Additional Coverage, the following definitions apply:

"Water supply services" means pumping stations and water mains.

"Communication supply services" means telephone, radio, microwave or televisions services such as communication transmission lines, including optic fiber transmission lines, coaxial cables and microwave radio relays. Services from satellites or overhead transmission lines are not included.

"Power supply services" means the delivery of electricity, steam or gas from utility generating plants, switching stations, substations, transformers or transmission lines. Services from overhead transmission lines are not included.

Coverage begins 12 hours after the time of direct physical loss or damage to which this Additional Coverage applies.

The most we will pay is \$25,000 for loss or damage to Covered Property.

The most we will pay is \$25,000 for actual loss of Business Income and Extra Expense (if included in the policy).

w. Earthquake Sprinkler Leakage

We will pay up to \$10,000 for damage resulting directly from Sprinkler Leakage, which is caused by earth movement.

x. Workplace Violence / Crisis Incident / Outside Aggressor

We will pay with respect to a "crisis incident", "outside aggressor incident" or "workplace violence incident" (collectively referred to herein as the "incident" or "incidents") during the policy period and with our prior written consent the following:

- i. "Business income", incurred following an "incident";
- ii. "Extra expense", incurred following an "incident";
- iii. The cost of relocation of your place of business described in the Declarations to a comparable location when that place of business cannot be used because of an "incident"; and
- iv. The cost of evacuation if your place of business described in the Declarations must be evacuated and such costs are incurred following an "incident".

The most we will pay under this coverage for all expenses incurred and all loss sustained in any one policy year, regardless of the number of "incidents", is \$30,000. If loss or expense payment relating to the first "incident" does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of any subsequent "incident" in that policy period. A balance remaining at the end of a policy period does not increase the amount of insurance in the next policy period. With respect to any loss or expense which results from an "incident" in one policy period and continues or results in additional loss or expense in a subsequent policy period, all loss and expense are deemed to be sustained or incurred during the policy period which the "incident" first took place.

The coverage extended by this endorsement is not applicable to any loss or expense otherwise covered by the policy to which this endorsement is attached. As an example, if an "incident" results in loss or expense which is subject to the coverage extended by the Businessowners Coverage Form, including any deductible, this endorsement does not apply to such loss or expense.

Definitions applicable only to the Additional Coverage of Workplace Violence / Crisis Incident / Outside Aggressor:

1. "Business income" means the Net Income (net profit or loss before income taxes) that would have been earned or incurred during the "period of recovery" if no "incident" had occurred, including; continuing incurred normal operating expenses and payroll expenses for your employees, except for officers, executives, department managers and/or employees under contract.
2. "Crisis Incident" means a dangerous or unsafe event, such as the discharge of pollutants or politically inspired violence at a premises described in the Declarations or at an event sponsored by you, resulting in death or serious bodily injury to three or more persons, including a public announcement that a "crisis incident" has occurred at that premises or at an event sponsored by you.
3. "Extra expense" means expense or expenses incurred during the "period of recovery" to avoid or minimize the suspension of your business and to continue your business operations taking place at a premise described in the Declarations after an "incident" has occurred.

4. "Outside Aggressor Incident" means an attack at or adjacent to a premises described in the Declarations by a person or group or persons, not your employee or employees, volunteer or volunteers, who are actively engaged in killing, attempting to kill or causing serious physical injury to a person or group of persons.
5. "Period of recovery" begins 24 hours after the commencement of the "incident" and ends on the earlier of the time when your business resumes normal operations or 96 hours after the commencement of the "incident".
6. "Workplace Violence Incident" means any intentional threat or act of deadly force, including stalking and/or actual or attempted suicide, occurring at a premises described in the Declarations and resulting in death or serious bodily injury to your employee(s), volunteer(s), guest(s), client(s), student(s) or business invitee(s).

Coverage provided under Additional Coverage t., u., v., w and x, may not be combined and does not apply if the loss or damage to Covered Property and actual loss of Business Income and Extra Expense is a Covered Cause of Loss elsewhere in this policy.

Section I - Property, Paragraph A. Coverage, 6. Coverage Extensions is revised as follows:

1. Paragraph **6. a. Newly Acquired Or Constructed Property (1) (b)** is increased to \$1,000,000 at each building, **(2) Business Personal Property (b)** is increased to \$250,000 at each building, and **(3) Period Of Coverage (b)** is extended from 30 to 90 days.
2. Paragraph **6. b. Personal Property Off Premises** is deleted in its entirety and replaced by the following:

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities," "valuable papers and records" or accounts receivable, while it is in the course of transit (including "temporarily" at fairs and exhibitions) or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$250,000.

For purposes of this Extension, "temporarily" means up to but not exceeding 90 days from when the Covered Property is first moved.

3. Paragraph **6. c. Outdoor Property** is deleted in its entirety and replaced by the following:
 - (a) You may extend the insurance provided by this policy to your lawns, trees, shrubs and plants, and:
 - (b) walks, roadways, patios or other paved surfaces, including debris removal expense, for loss or damage caused by or resulting from any of the following causes of loss:

Fire; Lightning; Explosion; Riot or Civil Commotion; or Aircraft.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$1,000 for any one tree, shrub or plant.

- (c) You may extend the insurance provided by this policy to your fences, retaining walls not part of a building, radio and television antennas (including microwave antennas and satellite dishes) and signs for loss or damage caused by or resulting from the causes of loss listed in (a) above or any of the following causes of loss:

Windstorm; Hail; Falling Objects; Vehicles; Sinkhole Collapse; Volcanic Action; or Vandalism.

The most we will pay under this Extension, excluding signs, is \$50,000 at each described premises. The most we will pay under this Extension for signs is \$25,000 at each described premises.

4. Paragraph **6. d. Personal Effects** is deleted in its entirety and replaced by the following:

You may extend the insurance that applies to Business Personal Property while located at the described premises or within 1000 feet of the described premises to:

- (1) Personal effects owned by you, your officers, your partners or "members," your "managers" or your employees; and
- (2) Personal property owned by your employees or others.

The most we will pay under this Coverage Extension is \$25,000 at each described premises. We will settle and make any payment for loss or damage to the owners of the property to the extent of their financial interest.

5. Paragraph **6. e. Valuable Papers and Records**, paragraph (3) is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises or within 1000 feet of the described premises is \$100,000.

For "valuable papers and records" not at the described premises, the most we will pay is \$100,000 while it is in the course of transit or while temporarily at another location (including "temporarily" at fairs and exhibitions).

For purposes of this Extension of Coverage, "temporarily" means up to but not exceeding 90 days from when the Covered Property is first moved.

6. Paragraph **6. f. Accounts Receivable**, paragraph (2) is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises or within 1000 feet of the described premises is \$100,000.

For accounts receivable not at the described premises, the most we will pay is \$100,000 while it is in the course of transit or while at another location (including "temporarily at fairs and exhibitions).

For purposes of this Extension of Coverage, "temporarily" means up to but not exceeding 90 days from when the Covered Property is first moved.

7. The following is added to Paragraph **A. 6. Coverage Extensions**:

g. Lock and Key Replacement

We will pay for any necessary expense to repair or replace exterior or interior door locks and keys at the described premises when insured property is damaged or keys are stolen as a result of a covered theft loss by burglars. The most we will pay is \$2,500 and there is no deductible.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERNATIONAL TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that insurer.

All other terms and conditions of this policy remain unchanged.

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:

BUSINESSOWNERS COVERAGE FORM

- A.** The following provisions are added to the Businessowners Policy:

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.** The following provision is added to Businessowners Coverage Form **NIAC-BOP-000**:

APPLICATION OF OTHER EXCLUSIONS

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR, CHEMICAL, BIOLOGICAL AND RADIOACTIVE HAZARDS
EXCLUSION – WITH OR WITHOUT TERRORISM**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent or radioactive contamination, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and whether or not such nuclear, chemical or biological agent or radioactive contamination is caused by an act of "Terrorism."

"Terrorism," for purposes of this Exclusion, shall mean:

- i. Any actual or threatened violent act or act harmful to human life, tangible or intangible property or infrastructure directed towards or having the effect of (a) influencing or protesting against any de jure or de facto government or policy thereof, (b) intimidating, coercing or putting in fear a civilian population or section thereof for the purpose of establishing or advancing a specific ideological, religious or political system of thought, perpetrated by a specific individual or group directly or indirectly through agents acting on behalf of said individual or group or (c) retaliating against any country for direct or vicarious support by that country of any other government or political system; or,
- ii. Any act declared pursuant to the Terrorism Risk Insurance Act of 2002, and as amended, shall also be considered "Terrorism" for purposes of the Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF OTHER THAN CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **A.2.**) applies to property located in the following state:

State(s)
CA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following provisions are added to the Businessowners Coverage Form:

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

We will not pay for loss or damage caused directly or indirectly, by an "other act of terrorism." Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. However, this exclusion applies only when one or more of the following are attributed to such act:

- a. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- b. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - 1) Physical injury that involves a substantial risk of death; or
 - 2) Protracted and obvious physical disfigurement; or
 - 3) Protracted loss of or impairment of the function of a bodily member or organ; or
- c. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- d. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- e. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **a.** and **b.** describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

2. Exception Covering Certain Fire Losses

The following exception to the limited exclusion applies only if indicated and as indicated in the Schedule of this endorsement.

If an "Other act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the legal liability Coverage Form or the Leasehold Interest Coverage Form.

3. Application of Other Exclusions

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

C. The following definitions are added with respect to the provisions of this endorsement:

- 1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act.
- 2. "Other act of terrorism" means an actual or threatened violent act, or an actual or threatened act that is dangerous to human life, property or infrastructure; that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or

to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism." Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

All other terms and conditions of this policy remain unchanged.

BUSINESS AUTO 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 **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. 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; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, 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.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) 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.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** That are, or that are contained in any property that is:
 - (1)** Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2)** Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3)** Being stored, disposed of, treated or processed in or upon the covered "auto";
- b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1)** The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2)** The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a.** War, including undeclared or civil war;
- b.** 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
- c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

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

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

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

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

- a. **Transportation Expenses**

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

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

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value 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 we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
 - c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

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

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

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

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any 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. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. 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 to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. 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;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "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".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include 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".

- L. "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.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" 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 or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "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.
- P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Parkinson Association of Northern California

Endorsement Effective Date: 03/01/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization as required under a written contract or agreement currently in effect, or becoming effective during the term of this policy.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are amended by the addition of the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FELLOW EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Fellow Employee** Exclusion contained under the **Covered Autos Liability Coverage** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D.** In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- C. In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNERSHIP LIABILITY COVERAGE FOR VOLUNTEERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

SCHEDULE

Description Of Covered Volunteer Activity(ies):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Changes In Covered Autos Liability Coverage

1. The following is added to **Who Is An Insured:**

Any "volunteer" is an "insured" while he or she is:

- a.** Engaged in the specified activity(ies) described in the Schedule; or
- b.** Acting on your behalf, if no activity is described in the Schedule;

and using a covered "auto" you don't own, hire or borrow. Anyone else who furnishes that "auto" to a "volunteer" is also an "insured", but only to the extent of liability arising out of the activities described in preceding Paragraphs **a.** and **b.**

2. The following exclusion is added:

This insurance does not apply to:

Volunteer Injury

"Bodily injury" to:

- a.** Any "volunteer" or any fellow "volunteer" of the "insured", if sustained while such "volunteer" is:
 - (1)** Engaged in the specified activity(ies) described in the Schedule; or
 - (2)** Acting on your behalf, if no activity is described in the Schedule.
- b.** The spouse, child, parent, brother or sister of that "volunteer" as a consequence of Paragraph **2.a.**

B. Additional Definitions

As used in this endorsement:

"Volunteer" 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD AND FUNGUS - EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

It is agreed that this policy does not apply to any claim, suit or cause of action for "damages" due to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or contributed to by mold, fungus or "microbial contamination";
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold, fungus or "microbial contamination"; or
 - b. Claim or suit by or on behalf of a governmental agency or entity 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 mold, fungus or "microbial contamination."

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or suit excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or suit excluded under any provisions set forth above.

"Microbial contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSURED

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FISCAL SPONSOR LIMITATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an Insured’s status as a “fiscal sponsor” until:

- a. The first Named Insured enters into a “fiscal sponsor agreement” arising out of or in connection with the First Named Insured’s status as a “fiscal sponsor” for that person, entity or organization; and
- b. The first Named Insured provides any underwriting information and pays any additional premium required by us.

This insurance does not apply to “bodily injury” or “property damage” that occurs before the first Named Insured enters into the “fiscal sponsor agreement” which is subject of the claim, loss, damage or expense or because of an offense that constitutes “personal and advertising injury” that is committed before the first Named Insured enters into the “fiscal sponsor agreement” which is the subject of the claim, loss, damage or expense.

If there is other insurance available to any party pursuant to a “fiscal sponsor agreement” for “bodily injury,” “property damage,” or “personal and advertising injury” which are covered by this endorsement, including but not limited to a duty to defend the first Named Insured by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

“Fiscal sponsor” is defined to mean the first Named Insured’s status as the entity or organization which offers its legal and tax-exempt status to another person, entity or organization pursuant to a “fiscal sponsor agreement”; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs.

“Fiscal sponsor agreement” is defined as a written contract or agreement by the first Named Insured with a person, entity and/or organization in which the first Named Insured agrees to serve as a “fiscal sponsor” for such person, entity or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AI - PRIMARY AND NON-CONTRIBUTARY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributing with the insurance afforded by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE - EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for "bodily injury", or "property damage" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "insured" in:
 - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
 - b. Testing for a "communicable disease"; and/or
 - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
 - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING CONDITION

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

Section IV – BUSINESS AUTO CONDITIONS, Subsection B General Conditions, Provision 8 Two Or More Coverage Forms Or Policies Issued By Us is replaced with the following:

8. a. **No coverage** shall be afforded by this policy to an “Insured”, other than the First Named Insured identified in the policy Declarations to which this endorsement is attached, if coverage for the claim or “suit” is afforded under any other policy issued by us to that other “Insured”.
- b. Subject to a. above, if coverage is afforded by this policy, which damages are also covered under any other coverage form within a policy issued by us, the aggregate maximum limit of insurance under all coverages within all policies issued by us applicable to the claim or “suit”, shall not exceed the highest applicable Limit of Insurance under any one coverage within any one policy. We shall, at our discretion identify the policy to which coverage for the submitted claim applies, and such policy shall be the sole and only policy written by us applicable to all such damages, regardless of the number of “Insureds”, claimants, claims or “suits”.

Condition 8. a. above **does not apply**:

1. To any “Insured”, with whom the First Named Insured has agreed to indemnify under a contract or agreement for damages because of “bodily injury” or “property damage” for the claim or “suit”.
2. To any coverage afforded within a policy issued by us to an “Insured” which specifically applies as excess insurance over the coverage included within the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following are added to the **Other Insurance Condition** in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form and supersede any provisions to the contrary:
- 1.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b.** The other provides coverage to a person not engaged in that business; and
 - c.** At the time of an "accident", a person described in Paragraph **1.b.** is operating an "auto" owned by the business described in Paragraph **1.a.**, then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph **1.a.** is excess over any coverage available to that person.
 - 2.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - a.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and
 - b.** The other provides coverage to a person not engaged in that business; and
 - c.** At the time of an "accident", an "insured" under the Coverage Form described in Paragraph **2.a.** is operating an "auto" owned by a person described in Paragraph **2.b.**, then the Coverage Form issued to the business described in Paragraph **2.a.** is primary and the liability coverage issued to a person described in Paragraph **2.b.** is excess over any coverage available to the business.
 - 3.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:
 - a.** One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators; and
 - b.** The other provides coverage to a person other than as described in Paragraph **3.a.**; and
 - c.** At the time of an "accident", a person who is not the Named Insured of the Policy described in Paragraph **3.a.**, and who is not the agent or "employee" of such Named Insured, is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph **3.a.**, then the liability coverage provided by the Coverage Form or policy described in Paragraph **3.b.** is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph **3.a.** is excess over any coverage available to that person.

4. Notwithstanding Paragraph **A.3.**, when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected "trailer" or "trailers" and:

- a.** One provides coverage to a Named Insured engaged in the business of transporting property by "auto" for hire; and
- b.** The other provides coverage to a Named Insured not engaged in that business; and
- c.** At the time of an "accident", a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph **4.a.**, then that Coverage Form or policy is primary for both the power unit and any connected "trailer" or "trailers" and the Coverage Form or policy described in Paragraph **4.b.** is excess over any other coverage available to such power unit and attached "trailer" or "trailers".

B. As used in this endorsement:

"Commercial vehicle" means an "auto" subject to registration or identification under California law which is:

- 1.** Used or maintained for the transportation of persons for hire, compensation or profit;
- 2.** Designed, used or maintained primarily for the transportation of property; or
- 3.** Leased for a period of six months or more.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A named insured of the Nonprofits Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
DIRECTORS & OFFICERS

A named insured of the Nonprofits Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
FIDUCIARY

A named insured of the Nonprofits Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM

EMPLOYMENT PRACTICES LIABILITY

A named insured of the Nonprofits Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD - EXCLUSION

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
DIRECTORS & OFFICERS

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD - EXCLUSION

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
FIDUCIARY

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD - EXCLUSION

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

NONPROFITS OWN[®]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF
TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM

DIRECTORS & OFFICERS

SCHEDULE

SCHEDULE – PART I

Terrorism Premium (Certified Acts)

(A) Premium through end of year (12/31/) \$

(B) Estimated Premium beyond the date specified above \$

(Refer to Paragraph **D.** in this endorsement.)

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

Board and Executive Liability Coverage If Applicable

Additional information, if any, concerning the terrorism premium:

SCHEDULE – PART II

Federal share of terrorism losses	80	%
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(Refer to Paragraph **B.** in this endorsement.)

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

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that 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.

D. Possibility Of Additional Or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in Part I of the Schedule of this endorsement, unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in (B) in Part I of the Schedule may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in (B) in Part I of the Schedule and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOARD AND EXECUTIVE LIABILITY CERTIFIED ACTS OF TERRORISM - EXCLUSION

The policy to which this endorsement is attached excludes coverage for losses arising from "certified acts of terrorism".

- A.** The following exclusion is added: This insurance does not apply to: **TERRORISM**
"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".
- B.** The following definitions are added:
1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
 2. "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:
 - a. 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
 - b. 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.
- C.** 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.

Board and Executive Liability Coverage Form Directors and Officers Liability Policy

CLAIM EXPENSES REDUCE THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

Words and phrases that appear in all capital letters have special defined meanings. Please refer to Section III - Definitions.

Section I – Insuring Agreement

A. Coverage

The COMPANY shall pay on behalf of a MEMBER, subject to the Limits of Liability set forth in the Declarations, all sums which the MEMBER shall become legally obligated to pay as DAMAGES for CLAIMS resulting from a WRONGFUL ACT of the MEMBER or of any other person for whose WRONGFUL ACT the MEMBER is legally responsible, provided that:

1. Such WRONGFUL ACT is committed during the policy period; and
2. Such WRONGFUL ACT took place on or after the Retroactive Date set forth in the Declarations of this policy, if applicable, and prior to the expiration date of the POLICY PERIOD.

All DAMAGES for a CLAIM resulting from the same WRONGFUL ACT or INTERRELATED WRONGFUL ACTS will be considered as arising out of one WRONGFUL ACT which shall be deemed to have been committed on the date of the first such WRONGFUL ACT.

B. Defense

As part of and subject to the policy's Limits of Liability, the COMPANY shall have the right and duty to defend any CLAIM against the MEMBER to which this policy applies, even if the allegations of the CLAIM are groundless, false, or fraudulent. To the extent permissible under applicable law, the COMPANY has the right to appoint counsel and control the defense of any CLAIM to which this policy applies. The COMPANY's duty to defend ends upon exhaustion of the applicable Limit of Liability by the payment of DAMAGES and/or CLAIM EXPENSES. All such payments shall be subject to the Deductible and be subject to and reduce the Limits of Liability.

C. Investigation and Settlement

The COMPANY shall have the right to make any investigation, negotiation, or settlement of a covered CLAIM or WRONGFUL ACT reported under Section VI – Duties in the Event of a Claim that it deems appropriate. The COMPANY will pay all CLAIM EXPENSES incurred by the COMPANY and/or by the

MEMBER with the COMPANY's written consent in connection with any such investigation. All such payments shall be subject to the Deductible and be subject to and reduce the Limits of Liability.

Section II – Who is a Member

A. MEMBER means:

1. The ORGANIZATION identified in Item 1. of the Declarations. Any such ORGANIZATION must:
 - a. be organized chiefly to provide or fund charitable, religious, educational, scientific, health, or human services;
 - b. be an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any MEMBER which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the COMPANY of such determination and the effective date of such determination; and
2. Any natural person who was, is, or becomes duly elected as a director or trustee, or duly elected or appointed officer, committee member, employee, or volunteer of the ORGANIZATION, solely in his or her capacity as such. MEMBER also includes the spouse or DOMESTIC PARTNER of a director, trustee, officer, committee member, employee, or volunteer of the ORGANIZATION for a CLAIM arising solely out of his or her status as the spouse or DOMESTIC PARTNER of a MEMBER, provided, however, that no coverage shall be afforded for any CLAIMS(s) based on or arising out of a WRONGFUL ACT of that spouse or DOMESTIC PARTNER.

B. Extensions and Limitations

1. Estates and Legal Representatives

Subject otherwise to all the terms and conditions of this policy, coverage hereunder shall extend to CLAIMS(s) for a WRONGFUL ACT of a MEMBER who is deceased or against the estate, heirs, or legal representatives of such MEMBER.

2. Existing Subsidiary

To be covered under the terms and conditions of this policy, a SUBSIDIARY existing at the time of policy inception must be designated in Item 1. of the Declarations to this policy.

3. Newly Created or Acquired Subsidiary

- a. If any SUBSIDIARY which qualifies as a tax-exempt organization under the provision of Internal Revenue Code section 501(c)(3) is created or acquired by a MEMBER after the inception of this

policy, such SUBSIDIARY shall be included under the terms and conditions of this policy subject to:

- 1) the giving of written notice to US of such creation or acquisition as soon as practicable, but in no event more than 120 days following such creation or acquisition; and
- 2) the giving of any underwriting information and the payment of any additional premium required by US.

The status of an entity as a SUBSIDIARY will not be in effect until:

- 1) the receipt by US of the notice by the MEMBER of that entity's creation or acquisition by the MEMBER;
 - 2) the production to US of underwriting information requested by US; and
 - 3) the payment of any additional premium required by US.
- b. If any SUBSIDIARY which does not qualify as a tax-exempt organization under the provisions of the Internal Revenue Code section 501(c)(3) is created or acquired by a MEMBER after the inception of this policy, such SUBSIDIARY shall not be included under the terms and conditions of this policy until a MEMBER has:
- 1) given written notice of such creation or acquisition together with any underwriting information which may be required by US;
 - 2) received written approval from US; and
 - 3) paid any additional premium required.

4. Consolidation or Merger

In the event that the ORGANIZATION is acquired by merger, or consolidates with, or is merged into or acquired by any other organization or entity after the inception of this policy, immediate written notice, but in no event more than thirty (30) days following that merger, consolidation, or acquisition, shall be given to US, together with such information as WE may require. In order to continue the coverage extended by this policy, the ORGANIZATION must pay US any additional premium required by US as a result of that merger, consolidation, or acquisition.

Section III – Definitions

- A. "ADMINISTRATION" means giving information to employees about an EMPLOYEE BENEFIT PROGRAM, interpreting an EMPLOYEE BENEFIT PROGRAM, handling records, or enrolling an employee in an EMPLOYEE BENEFIT PROGRAM.
- B. "BIOMETRIC INFORMATION" means any unique physical, physiological, biological, or behavioral pattern or characteristic of an individual including, but not limited to, fingerprints, handprints, retina or iris scans, face scans or images, vein patterns, and voice recordings.

- C. "BODILY INJURY" means bodily injury, sickness, disease, or death, including emotional distress or mental anguish sustained by a person.
- D. "CLAIM" means a written demand received by the MEMBER for DAMAGES which alleges a WRONGFUL ACT, including:
1. the service of a complaint or lawsuit, or the commencement of any civil or administrative proceeding, including appeals therefrom;
 2. the institution of arbitration, mediation, or other formal alternative dispute resolution proceedings; or
 3. any written request to toll or waive a statute of limitations.
- E. "CLAIM EXPENSES" means:
1. reasonable and necessary fees charged by an attorney in the defense of a CLAIM or WRONGFUL ACT;
 2. all other reasonable fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a CLAIM or WRONGFUL ACT; however, WE will not pay attorney's fees or expert fees taxed as costs against YOU pursuant to statute; and
 3. cost of an appeal bond, attachment bond, or similar bonds, but only for DAMAGES covered under this policy and amounts within the applicable Limit of Liability; however, WE are not obligated to apply for or furnish any such bond(s), if incurred by the COMPANY or by the MEMBER with the prior written consent of the COMPANY.
- CLAIM EXPENSES shall not include:
1. salary expenses or wages of any MEMBER;
 2. loss of earnings of any MEMBER; or
 3. attorney fees or any other fees, costs, and expenses awarded to a claimant on any basis.
- The COMPANY shall have the right to determine the reasonableness of CLAIM EXPENSES.
- F. "COMMUNICABLE DISEASE" means any contagious disease, illness, or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent, or a combination of these.
- G. "COMPANY" means the company providing this coverage.
- H. "DAMAGES" means any monetary amount that the MEMBER becomes legally obligated to pay and includes:
1. monetary judgments or settlements;
 2. attorney fees and other fees, costs, and expenses awarded to a claimant pursuant to a contract, statute, or common law, provided that the CLAIM also seeks compensatory damages; and

3. pre-judgment and post-judgment interest; however, if WE make an offer to pay the applicable Limit of Liability available under this policy, WE will not pay any pre-judgment interest based on the period of time after the offer was made.

DAMAGES shall not include:

1. taxes, fines, penalties, or sanctions, whether imposed by law or otherwise;
 2. punitive or exemplary damages;
 3. the multiplied portion of multiplied damages;
 4. amounts sought as restitution or disgorgement from any MEMBER;
 5. the costs to comply with orders granting injunctive relief or non-monetary relief, including specific performance, or any agreement to provide such relief;
 6. matters uninsurable under the law pursuant to which this policy is construed; or
 7. the amount of any severance, unpaid wages, employee reimbursement, or any other employment-related payments owed to an employee.
- I. "DISCRIMINATION" means any actual or alleged unfair treatment, bias, or any other adverse action, whether intentional, unintentional, direct, or indirect, based upon or arising out of protected status under local, state, and/or federal law, including, but not limited to, race, national origin, age, gender, gender identity, sexual orientation, marital status, disability, and religious beliefs.
- J. "DOMESTIC PARTNER" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law pursuant to which this policy will be construed.
- K. "EMPLOYEE CLAIMANT" means an employee, applicant for employment, former employee, officer, former officer, director and/or former director, intern, volunteer, or student-in-training of any MEMBER while acting in that capacity as well as any derivative CLAIM of any spouse, DOMESTIC PARTNER, child, brother, sister, parent, dependent, successor, subrogee or assignee of any such employee, applicant for employment, former employee, officer, former officer, director, former director, intern, volunteer, or student-in-training.
- L. "EMPLOYEE BENEFIT PROGRAM" means:
1. group life insurance; group accident insurance; health insurance; dental, vision, and hearing plans; and flexible spending accounts, provided that no one other than an employee of the ORGANIZATION may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;
 2. profit sharing plans, employee savings plans, employee stock ownership plans, pension plans, and stock subscription plans, provided no one other than an employee of the ORGANIZATION may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under the plan for such benefits;

3. unemployment insurance, social security, workers' compensation, disability benefits, and any other similar plan;
 4. vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation plans; health club subsidiaries; and
 5. any other similar benefits designated and added to this policy by endorsement.
- M. "FISCAL SPONSOR" means the status of the ORGANIZATION as the entity organization which offers its legal and tax-exempt status to another person, entity, or organization pursuant to a FISCAL SPONSOR AGREEMENT and/or who participates in the operations of that person, entity, or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals and in consideration for the benefit of that person, entity, or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts, and/or insurance programs.
- N. "FISCAL SPONSOR AGREEMENT" means a written contract or agreement by the ORGANIZATION with a person, entity, and/or social organization in which the ORGANIZATION agrees to serve as a FISCAL SPONSOR for such person, entity, and/or social organization.
- O. "INTERRELATED WRONGFUL ACTS" means WRONGFUL ACTS that are causally, temporally, or logically connected or related by a pattern of conduct or a common nexus of fact, circumstance, situation, transaction, decision, or event, regardless of whether the CLAIM(s) alleging such WRONGFUL ACTS involve the same or different claimants, MEMBERS, or causes of action.
- P. "MEMBER" means any person or organization qualifying as such under Section II - Who is a MEMBER.
- Q. "MICROBIAL CONTAMINATION" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.
- R. "ORGANIZATION" means the entity or entities designated in Item 1. of the Declarations.
- S. "PERSONAL INJURY" means an injury arising out of one or more of the following offenses committed in the course of the business of the ORGANIZATION:
1. false arrest, wrongful detention or imprisonment, abuse of process, or malicious prosecution;
 2. libel, slander, defamation of character, or invasion of privacy;
 3. wrongful entry, eviction, or other invasion of the right of privacy;
 4. infringement of copyright or trademark or unauthorized use of title; or
 5. plagiarism or misappropriation of ideas.
- T. "POLICY PERIOD" means the period beginning on the inception date and ending on the expiration date stated in Item 2. of the Declarations, as amended, if applicable.

- U. "POLLUTANTS" means any substance identified on a list of hazardous substances issued by the United States Environmental Protection Agency or a state, county, municipality, or locality counterpart thereof. POLLUTANTS includes, but are not limited to, solids, liquids, gaseous or thermal irritants or contaminants, infectious or otherwise, including smoke, vapor, soot, acid rain, fumes, acids, alkalis, chemicals, and "waste." "Waste" includes, but is not limited to, material to be recycled, reconditioned, or reclaimed. POLLUTANTS shall also mean any unlisted substance exhibiting characteristics of ignitability, corrosivity, reactivity, or toxicity to a degree which would cause it to be so listed if the subject were to be addressed by the Environmental Protection Agency or state, county, municipality, or locality counterpart thereof.
- V. "PROFESSIONAL SERVICE" means conduct arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual.
- W. "SUBSIDIARY" means any entity which is more than 50% owned by the ORGANIZATION or which is more than 50% owned by one or more SUBSIDIARY.
- X. "WE," "US," and "OUR" means the COMPANY.
- Y. "WRONGFUL ACT" means any actual or alleged breach of duty, error, neglect, omission, or act committed by any MEMBER or the ORGANIZATION solely in the course of the activities of the ORGANIZATION, including, but not limited to:
 - 1. PERSONAL INJURY;
 - 2. harassment, sexual or otherwise, or DISCRIMINATION brought by a past or present volunteer of the ORGANIZATION, solely in their capacity as such;
 - 3. harassment, sexual or otherwise, or DISCRIMINATION brought by a past or present third-party business invitee of the ORGANIZATION in their capacity as such.
- Z. "YOU" and "YOUR" means the organization identified in Item 1. of the Declarations to this policy.

Section IV – Exclusions

This policy shall not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to:

- A. Prior Notice
 - 1. any CLAIM which has been the subject of written notice given under any other policy prior to the inception date of the POLICY PERIOD;
 - 2. any actual or alleged WRONGFUL ACT, matter, fact, circumstance, situation, transaction, or event which has been the subject of written notice given under any other policy prior to the inception date of the POLICY PERIOD; or

3. any other WRONGFUL ACT, whenever committed or allegedly committed, which together with a WRONGFUL ACT described in subsection 2. above constitutes INTERRELATED WRONGFUL ACTS.

B. Prior Wrongful Acts

Actual or alleged WRONGFUL ACT committed prior to or after the POLICY PERIOD.

C. Americans with Disabilities Act Costs

Cost or costs of providing reasonable accommodation under the Americans with Disabilities Act or similar federal, state, or local laws, including but not limited to, construction or modification of facilities or other property.

D. Assumption of Liability

Actual or alleged liability of others assumed by or on behalf of a MEMBER under any contract or agreement, expressed or implied, written or oral.

E. Blood Donation, Drawing, or Testing

1. the rendering or failure to render services in connection with the making of a blood donation, drawing of blood, or testing of blood;
2. an error, omission, defect, or deficiency in any test performed or an evaluation, consultation, or advice given by or on behalf of any MEMBER;
3. the reporting of, or reliance upon, such test, evaluation, consultation, or advice;
4. any blood product handled, transported, or distributed by or on behalf of a MEMBER, or reliance upon any representation or warranty made at any time with respect to blood products;
5. the liability of any MEMBER for acts or omissions of a doctor, technician, phlebotomist, or nurse with respect to any activity identified in 1. through 4. of this exclusion; or
6. the liability of any MEMBER for the negligent hiring and/or supervision of a person with respect to any activity listed in 1. through 4. of this exclusion.

F. Communicable Disease

1. The actual or alleged transmission of a COMMUNICABLE DISEASE; and/or
2. An act, error, or omission by or on behalf of a MEMBER in:
 - a. the supervision, hiring, employment, training, or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a COMMUNICABLE DISEASE;
 - b. testing for a COMMUNICABLE DISEASE;
 - c. the actual or alleged failure to prevent the spread of a COMMUNICABLE DISEASE; and/or
 - d. the actual or alleged failure to report a COMMUNICABLE DISEASE to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to

be infected with a COMMUNICABLE DISEASE, and/or any place where there is or is alleged to be a presence or spread of a COMMUNICABLE DISEASE.

G. Bodily Injury and/or Property Damage

Actual or alleged BODILY INJURY or physical injury or damage to or destruction of any tangible property, including the loss of use of tangible property that is not physically injured.

H. False Publication or Utterance

Actual or alleged publication or utterance concerning any person, organization, or business enterprise, including their products or services, made by or at the direction of a MEMBER with knowledge of the falsity thereof; however, this exclusion will apply upon final adjudication or admission of the falsity of such publication or utterance. WE will defend and indemnify any MEMBER who is included in any such CLAIM but is not alleged to have participated in or had no reasonable basis to know of the falsity of the publication or utterance at the time it was made.

I. Pollution

1. any actual, alleged, or threatened, whether directly or indirectly, presence, discharge, dispersal, seepage, migration, release, or escape of POLLUTANTS;
2. any request, demand, order, or statutory or regulatory requirement that any MEMBER or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or address the effects of POLLUTANTS; or
3. any demand on behalf of a state or federal governmental authority for DAMAGES due to investigating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of POLLUTANTS.

J. Mold, Fungus, or Microbial Contamination

Any actual or alleged mold, fungus, or MICROBIAL CONTAMINATION. This exclusion applies, but is not limited to any loss, cost, or expense arising out of any:

1. request, demand, order, or statutory or regulatory requirement that any MEMBER or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or address the effects of mold, fungus, or MICROBIAL CONTAMINATION; or
2. demand on behalf of a governmental authority for DAMAGES due to investigating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of mold, fungus, or MICROBIAL CONTAMINATION.

K. Printing of Materials

Any printing of periodicals, advertising materials, or any and all jobs taken by a MEMBER to be printed for a third party, when the periodical, advertising matter, or other printing is not a regular part of any MEMBER's own publication.

L. Fiscal Sponsorship

1. Any DAMAGES arising out of the status of a MEMBER as a FISCAL SPONSOR until:
 - a. the ORGANIZATION enters into a FISCAL SPONSOR AGREEMENT arising out of or in connection with that entity's status as a FISCAL SPONSOR for that person, entity, or organization;
 - b. the ORGANIZATION provides the FISCAL SPONSOR AGREEMENT to US; and
 - c. the ORGANIZATION provides to US any underwriting information and pays any additional premium required by US.
2. This insurance does not apply to DAMAGES that occur before the ORGANIZATION enters into the FISCAL SPONSOR AGREEMENT which is applicable to the CLAIM in which the DAMAGES are asserted.
3. If there is other insurance available to any individual or entity pursuant to a FISCAL SPONSOR AGREEMENT for DAMAGES which are covered by this policy, including but not limited to a duty to defend any MEMBER or entity that is subject to the FISCAL SPONSOR AGREEMENT by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

M. Breach of Contract

Actual or alleged liability arising out of the MEMBER's breach of any contract or agreement, express or implied, written or oral, whether made by a party to or third-party beneficiary of any such contract or agreement.

N. Fraud or Dishonesty

Actual or alleged fraud or dishonesty of any MEMBER; however, WE will defend that MEMBER until there is a finding or admission of fraud or dishonesty by that MEMBER. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of the fraud or dishonesty at the time of its commission.

O. Penal Statute or Ordinance

Actual or alleged violation of a penal statute or ordinance committed by or with the knowledge or consent of a MEMBER; however, this exclusion will apply upon final adjudication or admission of the violation of a penal statute or ordinance. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of the violation of a penal statute or ordinance at the time of its commission.

P. Personal Profit or Advantage

Actual or alleged gain by a MEMBER of any personal profit or advantage to which that MEMBER was not legally entitled; however, this exclusion will apply upon final adjudication or admission of gaining such

profit or advantage. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of such personal profit or advantage.

Q. Laws Regulating Biometric Information

Actual or alleged violation of any constitutional protection or foreign, federal, state, or local statutory law or regulation that governs the access to or collection, storage, destruction, dissemination, protection, transfer, processing, purchase, use, sale, lease, or trade of BIOMETRIC INFORMATION.

R. Claims by Organization

Any lawsuit, cause of action, demand, or any other legal proceeding brought or maintained by or on behalf of the ORGANIZATION, whether direct, indirect, or derivative. However, this exclusion shall not apply to CLAIMS(s) brought on behalf of the ORGANIZATION by an Attorney General.

S. Other Entity Liability

Actual or alleged act or omission by a director, trustee, officer, employee, committee member, student-in-training, intern, or volunteer in their capacity or by reason of their status as a director, trustee, officer, employee, committee member, student-in-training, intern, or volunteer of any organization or entity other than the ORGANIZATION. This exclusion does not apply if the volunteer service for another entity is at the written request or direction of the ORGANIZATION.

T. Professional Services

Actual or alleged rendering or failure to render a PROFESSIONAL SERVICE in connection with the MEMBER's business, including, but not limited to:

1. providing medical, surgical, chiropractic, dental, phlebotomy, acupuncture, psychiatric, or nursing treatment, diagnosis, or services, including the furnishing of food or beverage in connection therewith;
2. furnishing or dispensing drugs or medical, dental, or surgical supplies or appliances;
3. providing veterinary services;
4. providing legal services; or
5. offering any advice in connection with a PROFESSIONAL SERVICE.

U. Improper Sexual Conduct and Sexual Harassment

Any actual or alleged improper sexual conduct, committed by one person or two or more persons acting in concert, that is prohibited by federal or state law, including, but not limited to, sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation, or sexual injury. Any actual or alleged form of sexual harassment, including, but not limited to, any unwelcome sexual advances, requests for sexual favors, or verbal, visual, or physical conduct of a sexual nature. This exclusion does not apply to any CLAIM of sexual harassment of a third-party business invitee or volunteer of the ORGANIZATION while that person is acting in their capacity as a third-party business invitee or volunteer.

V. Failure to Report

Actual or alleged failure to report an incident of improper sexual conduct or physical abuse to the proper authorities or the withholding of pertinent information concerning improper sexual conduct or physical abuse from such authorities.

W. Physical Abuse

Any form of physical abuse, including, but not limited to, battery, physical assault, assault with a deadly weapon, or with force likely to produce BODILY INJURY, or unreasonable physical restraint or constraint of any person.

X. Equitable Relief

Any form of equitable relief, including, but not limited to, injunctions, restitution, disgorgement, declaratory relief, and restraining orders, including attorney's fees and costs requested by or on behalf of any party in connection with any such equitable relief.

Y. Matters Deemed Uninsurable

Fines, penalties, sanctions, punitive or exemplary DAMAGES, the multiplied portion of multiplied DAMAGES, taxes, insurance plan benefits, accommodation costs, future wages, non-pecuniary relief, or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Z. Wage and Hour Laws

Actual or alleged violation of federal, state, or local wage and hour or similar laws and any CLAIM seeking reimbursement or disgorgement of business expenses and/or payments brought against YOU by YOUR employees, servants, or agents.

AA. Employee Claimants

Actual or alleged liability to an EMPLOYEE CLAIMANT or an obligation to indemnify another because of liability to an EMPLOYEE CLAIMANT.

BB. Employment-Related Practices

Actual or alleged liability arising out employment-related practices of a MEMBER, including, but not limited to:

1. refusal to employ an EMPLOYEE CLAIMANT;
2. termination or wrongful discharge of an EMPLOYEE CLAIMANT;
3. wrongful failure to promote or demotion of an EMPLOYEE CLAIMANT;
4. wrongful discipline of or retaliation against an EMPLOYEE CLAIMANT;
5. harassment, sexual or otherwise, of an EMPLOYEE CLAIMANT; or
6. DISCRIMINATION against an EMPLOYEE CLAIMANT.

CC. Personal Injury

Actual or alleged PERSONAL INJURY to an EMPLOYEE CLAIMANT.

DD. Fiduciary Liability

Actual or alleged breach or violation of any responsibilities, obligations, or duties owed by a MEMBER as a fiduciary of any EMPLOYEE BENEFIT PROGRAM; the Employee Retirement Income Security Act of 1974 (as amended); or any similar federal, state, or local law; or arising out of a MEMBER acting in their fiduciary capacity with the ORGANIZATION.

EE. Administration of an Employee Benefit Program

Actual or alleged act, error, or omission in the ADMINISTRATION of any EMPLOYEE BENEFIT PROGRAM or any plan subject to the Employee Retirement Income Security Act of 1974 (as amended) or any similar federal, state, or local law.

Section V – Limits of Liability

A. Each Claim Limit

The Each Claim Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all CLAIM EXPENSES and DAMAGES for each CLAIM first made against the MEMBER and reported to the COMPANY under this policy.

B. Aggregate Limit

The Aggregate Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all CLAIM EXPENSES and DAMAGES for all CLAIMS first made against the MEMBER and reported to the COMPANY under this policy.

C. Deductible

The MEMBER will pay to the COMPANY all CLAIM EXPENSES and DAMAGES up to the Deductible amount identified in the Declarations. A single Deductible shall apply to each CLAIM first made against the MEMBER and reported to the COMPANY under this policy. A single Deductible shall apply to a CLAIM arising from the same or INTERRELATED WRONGFUL ACTS. The Each Claim and Aggregate Limits of Liability shall be reduced by the amount of the Deductible and the Deductible is part of, and not in addition to, the Limits of Liability.

The Deductible amount shall be paid by the MEMBER within thirty (30) days of a written demand by the COMPANY.

D. Eroding Limits

CLAIM EXPENSES are part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations. Any payment by the COMPANY of CLAIM EXPENSES shall reduce the applicable Limit of Liability and may exhaust the Limits of Liability.

E. Anti-Stacking

It is the COMPANY's intent that one Each Claim Limit of Liability in one policy apply to a CLAIM, regardless of the number of policies or coverages issued to YOU under the Board and Executive Liability Coverage Policy or any other policies issued by the COMPANY. Subject to Paragraphs A., B., D., and E. in this Section, if two or more policies or coverages issued to YOU under the Board and Executive Liability Coverage Policy apply to a CLAIM, the maximum available Limit of Liability under all such policies and/or coverages shall not exceed the single highest applicable Each Claim Limit of Liability under any one such policy.

Section VI – Duties in the Event of a Claim

A. Reporting of Claims:

1. If the MEMBER:

- a. receives written or oral notice from any party that it is that party's intention to hold the MEMBER responsible for a WRONGFUL ACT; or
- b. becomes aware of any circumstances which subsequently may give rise to a CLAIM against the MEMBER for a WRONGFUL ACT; then
- c. the MEMBER shall promptly provide the COMPANY with written notice thereof.

2. As a condition precedent to coverage under this policy, the MEMBER shall promptly provide the COMPANY with written notice of any CLAIM.

B. Written notice to the COMPANY shall be submitted in accordance with one of the following:

1. Completion of the Incident Report Form; or
2. A written notice which shall contain the following information:
 - a. A description of the actual or alleged WRONGFUL ACT or circumstances which are the subject of a potential CLAIM;
 - b. The date(s) of such WRONGFUL ACT or circumstances;
 - c. A description of any injury or damage resulting from such WRONGFUL ACT or circumstances;
 - d. The identities and address of any potential claimant(s), witnesses, and MEMBERS with information concerning such WRONGFUL ACT or circumstances;

- e. The location(s) relevant to such WRONGFUL ACT or circumstances;
- f. The circumstances by which the MEMBER first became aware of the WRONGFUL ACT or circumstances; and
- g. The date MEMBER first became aware of the WRONGFUL ACT or circumstances.

The written notice under Paragraph 1. or 2., above, shall be submitted as follows:

- a. To the COMPANY by electronic mail at: newclaims@insurancefornonprofits.org; or
- b. To the COMPANY by the MEMBER's broker, as identified in the Declarations to this policy.

C. Assistance and Cooperation

1. The MEMBER shall cooperate with the COMPANY in the investigation, defense, and settlement of a WRONGFUL ACT or CLAIM. Upon the COMPANY's request, the MEMBER shall promptly:
 - a. provide to the COMPANY copies of documents and such other things held by or available to the MEMBER that relate to any CLAIM or WRONGFUL ACT giving rise to such CLAIM, and any necessary authorizations;
 - b. provide the COMPANY with a written statement(s);
 - c. meet with COMPANY representatives for the purpose of investigation, defense, or settlement;
 - d. submit to examination and interview by a representative of the COMPANY, under oath if required;
 - e. attend hearings, depositions, and trials;
 - f. assist in effecting settlement; and
 - g. assist in securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits and other proceedings.
2. The MEMBER shall cooperate with the COMPANY and take all necessary action to secure and effect any rights the MEMBER may have against any person or organization including, without limitation, rights of indemnity, contribution, subrogation, or apportionment.

D. Voluntary Payments and Admissions of Liability

A MEMBER shall not, except at the MEMBER's own cost, make any payment, admit any liability for or settle any WRONGFUL ACT(s) or CLAIMS, assume any obligation, or incur CLAIM EXPENSES without the COMPANY's prior written consent. The COMPANY shall not be liable for any CLAIM EXPENSES or DAMAGES to which WE did not consent in writing prior to a MEMBER incurring such CLAIM EXPENSES or paying or agreeing to pay any such DAMAGES.

Section VII – Interrelated Wrongful Acts

- A. CLAIMS alleging, based upon, arising out of, or attributable to the same WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS shall be treated as a single CLAIM regardless of whether brought by one or more claimants or made against one or more than one MEMBER.

- B. All such CLAIMS, whenever made, shall be considered first made during the POLICY PERIOD, in which the earliest CLAIM arising out of such WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS was first made, and shall be subject to the Limit of Liability and Deductible set forth in such policy.
- C. All CLAIMS arising from, based upon, or attributable to the same WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS shall be deemed to be a single CLAIM first made on the earliest date that:
 - 1. any of such CLAIMS was first made, even if this date is before the POLICY PERIOD;
 - 2. notice of such CLAIM was provided to the COMPANY in accordance with Section VI – Duties in the Event of a Claim; or
 - 3. notice of such WRONGFUL ACT or any INTERRELATED WRONGFUL ACTS was given under any prior liability insurance policy or policies issued by an insurer other than the COMPANY.

Section VIII – General Conditions

A. Action Against Us

No action shall lie against US unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the MEMBER's obligation to pay shall have been finally determined either by judgment against the MEMBER after actual trial or by written agreement of the MEMBER, the claimant or claimants, and US.

B. Arbitration

YOU and the COMPANY issuing this policy agree that any dispute which arises, in whole or in part, from the application or interpretation of this policy, including any endorsements herein and seeks (a) monetary damages in excess of \$100,000 or more, or (b) injunctive relief, shall be resolved through mandatory and binding arbitration.

This arbitration provision shall be broadly applied and construed to the fullest extent allowed by law. The MEMBER, including all of MEMBER's affiliates, officers, employees, owners, shareholders, MEMBERS, partners, alter egos, successors, assignees or alleged assignees and persons related to MEMBER, are and shall be bound to arbitrate any claim arising under or relating to this policy.

The binding arbitration will proceed according to the following:

- 1. The arbitration shall be heard by a panel of three (3) arbitrators. One arbitrator will be selected by the plaintiff/claimant, and another shall be appointed by the defendant/respondent. Each party will select its arbitrator within twenty (20) days of receipt of the demand for arbitration. The third presiding arbitrator shall be appointed by agreement of the two party-appointed arbitrators within fourteen (14)

days of the appointment of the second arbitrator or, in default of such agreement, by the American Arbitration Association ("AAA");

2. Any arbitration shall take place in Sacramento, California, or such other location as the parties may agree to, and California law shall govern all issues;
3. Any arbitration shall be commenced and conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA, unless modified by this Agreement;
4. Nothing in this provision shall require arbitration before the AAA. The parties to any such arbitration may choose and agree to arbitrate before any impartial and neutral arbitrators, however, if the party-appointed arbitrators are unable to agree on a third presiding arbitrator, the arbitration shall be held before the AAA;
5. Nothing in this provision shall bar or prohibit the parties from utilizing other alternative, non-court dispute resolution procedures, such as private mediation;
6. The parties will share equally the cost of all filing fees, administrative costs, and the arbitrators' fees and compensation;
7. Any other fees, costs, or other expenses of the arbitration, including deposition and expert witness of a party, and expenses incurred to report evidentiary proceedings before the arbitrator(s), shall be awarded by the arbitrators to the prevailing party and shall become part of the arbitration award;
8. The arbitrators shall not have the authority to grant, and the parties hereby waive any right to seek any punitive, exemplary, or damages in excess of policy limits, or any other equivalent remedies, including without limitation such remedies with respect to claims of insurance bad faith, notwithstanding any other provision of law or arbitration rule; and,
9. The determination or award of the arbitrators shall be conclusive and binding on the parties, and there shall be no right of appeal therefrom.

C. Assignment

This policy and any and all rights hereunder are not assignable without OUR written consent.

D. Bankruptcy

Bankruptcy or insolvency of a MEMBER or of the estate of that MEMBER will not relieve US of OUR obligations under this policy.

E. Cancellation

1. The ORGANIZATION may cancel this policy by mailing or delivering to US ten (10) days advance written notice of cancellation.
2. WE may cancel this policy by mailing or delivering to the ORGANIZATION written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if WE cancel for non-payment of premium; or
 - b. thirty (30) days before the effective date of cancellation if WE cancel for any other reason.
3. WE will mail or deliver the notice of cancellation to the ORGANIZATION's last mailing address shown in the Declarations.
4. Notice of Cancellation will state the effective date of cancellation. The coverage under this policy will end on the date specified in the Notice of Cancellation.
5. If this policy is canceled, WE will send the ORGANIZATION any premium refund determined on a pro rata basis. 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 of Cancellation.

F. Changes

The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy.

G. Conformance to Statute

Any terms or conditions of this policy which are in conflict with any statute are hereby amended to conform to such statute.

H. Jurisdiction

This policy and each of its provisions, to the extent permitted by applicable law, shall be construed in accordance with the law of California.

I. Non-renewal

If WE decide not to renew this policy, WE will mail or deliver to the ORGANIZATION written notice of the non-renewal to the ORGANIZATION's last mailing address shown in the Declarations. If notice is mailed, proof of mailing will be sufficient proof of notice.

J. Notice and Authority

It is agreed that the ORGANIZATION shall act on behalf of each MEMBER and all persons extended coverage under this policy with respect to:

1. the giving and receiving of any return premiums that may become due under this policy; and
2. the receipt and acceptance of any endorsements amending all or a part of this policy.

K. Other Insurance

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When the insurance extended by this policy is primary and a MEMBER has other insurance which is stated to be applicable to the loss on an excess or contingent basis only, the amount of OUR liability under this policy shall not be reduced by the existence of such other insurance.
2. When both this policy and other insurance apply to the loss on the same basis, whether primary, excess, or contingent, WE shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below.
 - a. Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, WE shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurer or insurers then continue to contribute equal shares of the remaining amount of the loss until each has paid its limit in full or the full amount of the loss is paid.
 - b. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, WE shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
3. Subject to Section V - Limits of Liability, Paragraph E., Anti-Stacking, no coverage shall be afforded by this policy if coverage for a CLAIM is afforded under any other policy issued by US to the ORGANIZATION or to any MEMBER against whom the CLAIM is asserted, regardless of whether the CLAIM is brought by one or more claimants or made against one or more than one MEMBER. WE shall, at OUR discretion, identify the policy or coverage to which coverage for the submitted CLAIM applies.

L. Representations

YOU have represented that the representations and statements contained in the application for this policy are true and are the basis of which this policy has been issued. The representations and statements in

the application for this policy are to be considered as incorporated in and constituting part of this policy. WE have relied on the representations and statements contained in the application for insurance in issuing this policy and would not have issued this policy but for the representations and statements contained within the application.

M. Separation of Members

Except with respect to the Limits of Insurance, the information contained in the application for this policy and any right or duty specifically assigned to the ORGANIZATION, this insurance applies:

1. as if each MEMBER were the only MEMBER to which this policy applies;
2. separately for each MEMBER against whom a CLAIM is made; and
3. no fact pertaining to knowledge possessed by a MEMBER shall be imputed to any other MEMBER to determine if coverage for the CLAIM is available.

N. Territory

Coverage shall extend to any WRONGFUL ACT of a MEMBER committed anywhere in the world, but only if that MEMBER's responsibility to pay DAMAGES is determined in a suit on the merits which is determined within the United States of America.

O. Transfer of Rights of Recovery against Others to Us

If any MEMBER has rights to recover all or part of any payment or payments WE have made under this policy from any other person or entity, those rights are transferred to US. The MEMBER shall execute all documents required to effect that transfer and shall do everything that may be necessary for US to secure such rights including the execution of such documents necessary to enable US to bring suit in the name of the MEMBER. Upon OUR request, the MEMBER will do all things reasonably necessary to assist US in enforcing those rights.

P. Singular and Plural Words

Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

Q. Liberalization

If WE revise this coverage form or its endorsements during this POLICY PERIOD to provide more coverage without an additional premium charge, YOUR policy will automatically provide the additional coverage as of the day the revision is effective.

Board and Executive Liability Coverage Form Employment Practices Liability Policy

CLAIM EXPENSES REDUCE THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

Words and phrases that appear in all capital letters have special defined meanings. Please refer to Section III - Definitions.

Section I – Insuring Agreement

A. Coverage

The COMPANY shall pay on behalf of a MEMBER, subject to the Limits of Liability set forth in the Declarations, all sums which the MEMBER shall become legally obligated to pay as DAMAGES for CLAIMS resulting from a WRONGFUL ACT of the MEMBER or of any other person for whose WRONGFUL ACT the MEMBER is legally responsible, provided that:

1. Such WRONGFUL ACT is committed during the policy period; and
2. Such WRONGFUL ACT took place on or after the Retroactive Date set forth in the Declarations of this policy, if applicable, and prior to the expiration date of the POLICY PERIOD.

All DAMAGES for a CLAIM resulting from the same WRONGFUL ACT or INTERRELATED WRONGFUL ACTS will be considered as arising out of one WRONGFUL ACT which shall be deemed to have been committed on the date of the first such WRONGFUL ACT.

B. Defense

As part of and subject to the policy's Limits of Liability, the COMPANY shall have the right and duty to defend any CLAIM against the MEMBER to which this policy applies, even if the allegations of the CLAIM are groundless, false, or fraudulent. To the extent permissible under applicable law, the COMPANY has the right to appoint counsel and control the defense of any CLAIM to which this policy applies. The COMPANY's duty to defend ends upon exhaustion of the applicable Limit of Liability by the payment of DAMAGES and/or CLAIM EXPENSES. All such payments shall be subject to the Deductible and be subject to and reduce the Limits of Liability.

C. Investigation and Settlement

The COMPANY shall have the right to make any investigation, negotiation, or settlement of a covered CLAIM or WRONGFUL ACT reported under Section VI – Duties in the Event of a Claim that it deems appropriate. The COMPANY will pay all CLAIM EXPENSES incurred by the COMPANY and/or by the

MEMBER with the COMPANY's written consent in connection with any such investigation. All such payments shall be subject to the Deductible and be subject to and reduce the Limits of Liability.

Section II – Who is a Member

A. MEMBER means:

1. The ORGANIZATION identified in Item 1. of the Declarations. Any such ORGANIZATION must:
 - a. be organized chiefly to provide or fund charitable, religious, educational, scientific, health, or human services;
 - b. be an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any MEMBER which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the COMPANY of such determination and the effective date of such determination; and
2. Any natural person who was, is, or becomes duly elected as a director or trustee, or duly elected or appointed officer, committee member, employee, or volunteer of the ORGANIZATION, solely in his or her capacity as such. MEMBER also includes the spouse or DOMESTIC PARTNER of a director, trustee, officer, committee member, employee, or volunteer of the ORGANIZATION for a CLAIM arising solely out of his or her status as the spouse or DOMESTIC PARTNER of a MEMBER, provided, however, that no coverage shall be afforded for any CLAIMS(s) based on or arising out of a WRONGFUL ACT of that spouse or DOMESTIC PARTNER.

B. Extensions and Limitations

1. Estates and Legal Representatives

Subject otherwise to all the terms and conditions of this policy, coverage hereunder shall extend to CLAIMS(s) for a WRONGFUL ACT of a MEMBER who is deceased or against the estate, heirs, or legal representatives of such MEMBER.

2. Existing Subsidiary

To be covered under the terms and conditions of this policy, a SUBSIDIARY existing at the time of policy inception must be designated in Item 1. of the Declarations to this policy.

3. Newly Created or Acquired Subsidiary

- a. If any SUBSIDIARY which qualifies as a tax-exempt organization under the provision of Internal Revenue Code section 501(c)(3) is created or acquired by a MEMBER after the inception of this policy, such SUBSIDIARY shall be included under the terms and conditions of this policy subject to:
- 1) the giving of written notice to US of such creation or acquisition as soon as practicable, but in no event more than 120 days following such creation or acquisition; and
 - 2) the giving of any underwriting information and the payment of any additional premium required by US.

The status of an entity as a SUBSIDIARY will not be in effect until:

- 1) the receipt by US of the notice by the MEMBER of that entity's creation or acquisition by the MEMBER;
 - 2) the production to US of underwriting information requested by US; and
 - 3) the payment of any additional premium required by US.
- b. If any SUBSIDIARY which does not qualify as a tax-exempt organization under the provisions of the Internal Revenue Code section 501(c)(3) is created or acquired by a MEMBER after the inception of this policy, such SUBSIDIARY shall not be included under the terms and conditions of this policy until a MEMBER has:
- 1) given written notice of such creation or acquisition together with any underwriting information which may be required by US;
 - 2) received written approval from US; and
 - 3) paid any additional premium required.

4. Consolidation or Merger

In the event that the ORGANIZATION is acquired by merger, or consolidates with, or is merged into or acquired by any other organization or entity after the inception of this policy, immediate written notice, but in no event more than thirty (30) days following that merger, consolidation, or acquisition, shall be given to US, together with such information as WE may require. In order to continue the coverage extended by this policy, the ORGANIZATION must pay US any additional premium required by US as a result of that merger, consolidation, or acquisition.

Section III – Definitions

- A. “ADMINISTRATION” means giving information to employees about an EMPLOYEE BENEFIT PROGRAM, interpreting an EMPLOYEE BENEFIT PROGRAM, handling records, or enrolling an employee in an EMPLOYEE BENEFIT PROGRAM.
- B. “BIOMETRIC INFORMATION” means any unique physical, physiological, biological, or behavioral pattern or characteristic of an individual including, but not limited to, fingerprints, handprints, retina or iris scans, face scans or images, vein patterns, and voice recordings.
- C. “BODILY INJURY” means bodily injury, sickness, disease or death, including emotional distress or mental anguish sustained by a person.
- D. “CLAIM” means a written demand received by the MEMBER for DAMAGES which alleges a WRONGFUL ACT, including:
 - 1. the service of a complaint or lawsuit, or the commencement of any civil or administrative proceeding, including appeals therefrom;
 - 2. the institution of arbitration, mediation, or other formal alternative dispute resolution proceedings; or
 - 3. any written request to toll or waive a statute of limitations.
- E. “CLAIM EXPENSES” means:
 - 1. reasonable and necessary fees charged by an attorney in the defense of a CLAIM or WRONGFUL ACT;
 - 2. all other reasonable fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a CLAIM or WRONGFUL ACT; however, WE will not pay attorney’s fees or expert fees taxed as costs against YOU pursuant to statute; and
 - 3. cost of an appeal bond, attachment bond, or similar bonds, but only for DAMAGES covered under this policy and amounts within the applicable Limit of Liability; however, WE are not obligated to apply for or furnish any such bond(s), if incurred by the COMPANY or by the MEMBER with the prior written consent of the COMPANY.

CLAIM EXPENSES shall not include:

- 1. salary expenses or wages of any MEMBER;
- 2. loss of earnings of any MEMBER; or
- 3. attorney fees or any other fees, costs, and expenses awarded to a claimant on any basis.

The COMPANY shall have the right to determine the reasonableness of CLAIM EXPENSES.

- F. “COMMUNICABLE DISEASE” means any contagious disease, illness, or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent, or a combination of these.

- G. "COMPANY" means the company providing this coverage.
- H. "DAMAGES" means any monetary amount that the MEMBER becomes legally obligated to pay and includes:
1. monetary judgments or settlements;
 2. attorney fees and other fees, costs, and expenses awarded to a claimant pursuant to a contract, statute, or common law, provided that the CLAIM also seeks compensatory damages; and
 3. pre-judgment and post-judgment interest; however, if WE make an offer to pay the applicable Limit of Liability available under this policy, WE will not pay any pre-judgment interest based on the period of time after the offer was made.

DAMAGES shall not include:

1. taxes, fines, penalties, or sanctions, whether imposed by law or otherwise;
 2. punitive or exemplary damages;
 3. the multiplied portion of multiplied damages;
 4. amounts sought as restitution or disgorgement from any MEMBER;
 5. the costs to comply with orders granting injunctive relief or non-monetary relief, including specific performance, or any agreement to provide such relief;
 6. matters uninsurable under the law pursuant to which this policy is construed; or
 7. the amount of any severance, unpaid wages, employee reimbursement, or any other employment-related payments owed to an employee.
- I. "DISCRIMINATION" means any actual or alleged unfair treatment, bias, or any other adverse action, whether intentional, unintentional, direct, or indirect, based upon or arising out of protected status under local, state, and/or federal law, including, but not limited to, race, national origin, age, gender, gender identity, sexual orientation, marital status, disability, and religious beliefs.
- J. "DOMESTIC PARTNER" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law pursuant to which this policy will be construed.
- K. "EMPLOYEE CLAIMANT" means an employee, applicant for employment, former employee, officer, former officer, director and/or former director, intern, volunteer, or student-in-training of any MEMBER while acting in that capacity as well as any derivative CLAIM of any spouse, DOMESTIC PARTNER, child, brother, sister, parent, dependent, successor, subrogee or assignee of any such employee, applicant for employment, former employee, officer, former officer, director, former director, intern, volunteer, or student-in-training.
- L. "EMPLOYEE BENEFIT PROGRAM" means:
1. group life insurance; group accident insurance; health insurance; dental, vision, and hearing plans; and flexible spending accounts, provided that no one other than an employee of the ORGANIZATION may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;

2. profit sharing plans, employee savings plans, employee stock ownership plans, pension plans, and stock subscription plans, provided no one other than an employee of the ORGANIZATION may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under the plan for such benefits;
 3. unemployment insurance, social security, workers' compensation, disability benefits, and any other similar plan;
 4. vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation plans; health club subsidiaries; and
 5. any other similar benefits designated and added to this policy by endorsement.
- M. "FISCAL SPONSOR" means the status of the ORGANIZATION as the entity organization which offers its legal and tax-exempt status to another person, entity, or organization pursuant to a FISCAL SPONSOR AGREEMENT and/or who participates in the operations of that person, entity, or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals and in consideration for the benefit of that person, entity, or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts, and/or insurance programs.
- N. "FISCAL SPONSOR AGREEMENT" means a written contract or agreement by the ORGANIZATION with a person, entity, and/or social organization in which the ORGANIZATION agrees to serve as a FISCAL SPONSOR for such person, entity, and/or social organization.
- O. "INTERRELATED WRONGFUL ACTS" means WRONGFUL ACTS that are causally, temporally, or logically connected or related by a pattern of conduct or a common nexus of fact, circumstance, situation, transaction, decision, or event, regardless of whether the CLAIM(s) alleging such WRONGFUL ACTS involve the same or different claimants, MEMBERS, or causes of action.
- P. "MEMBER" means any person or organization qualifying as such under Section II - Who is a MEMBER.
- Q. "MICROBIAL CONTAMINATION" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.
- R. "ORGANIZATION" means the entity or entities designated in Item 1. of the Declarations.
- S. "PERSONAL INJURY" means an injury arising out of one or more of the following offenses committed in the course of the business of the ORGANIZATION:
1. false arrest, wrongful detention or imprisonment, abuse of process, or malicious prosecution;
 2. libel, slander, defamation of character, or invasion of privacy;

3. wrongful entry, eviction, or other invasion of the right of privacy;
 4. infringement of copyright or trademark or unauthorized use of title; or
 5. plagiarism or misappropriation of ideas.
- T. "POLICY PERIOD" means the period beginning on the inception date and ending on the expiration date stated in Item 2. of the Declarations, as amended, if applicable.
- U. "POLLUTANTS" means any substance identified on a list of hazardous substances issued by the United States Environmental Protection Agency or a state, county, municipality, or locality counterpart thereof. POLLUTANTS includes, but are not limited to, solids, liquids, gaseous or thermal irritants or contaminants, infectious or otherwise, including smoke, vapor, soot, acid rain, fumes, acids, alkalis, chemicals, and "waste." "Waste" includes, but is not limited to, material to be recycled, reconditioned, or reclaimed. POLLUTANTS shall also mean any unlisted substance exhibiting characteristics of ignitability, corrosivity, reactivity, or toxicity to a degree which would cause it to be so listed if the subject were to be addressed by the Environmental Protection Agency or state, county, municipality, or locality counterpart thereof.
- V. "PROFESSIONAL SERVICE" means conduct arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual.
- W. "SUBSIDIARY" means any entity which is more than 50% owned by the ORGANIZATION or which is more than 50% owned by one or more SUBSIDIARY.
- X. "WE," "US," and "OUR" means the COMPANY.
- Y. "WRONGFUL ACT" means any actual or alleged breach of duty, error, neglect, omission, or act committed by a MEMBER solely in the course of employment-related practices of the ORGANIZATION, including, but not limited to:
1. refusal to employ an EMPLOYEE CLAIMANT;
 2. termination or wrongful discharge of an EMPLOYEE CLAIMANT;
 3. wrongful failure to promote or demotion of an EMPLOYEE CLAIMANT;
 4. wrongful discipline of or retaliation against an EMPLOYEE CLAIMANT;
 5. harassment, sexual or otherwise, of an EMPLOYEE CLAIMANT or third-party business invitee; or
 6. DISCRIMINATION against an EMPLOYEE CLAIMANT or third-party business invitee.
- Z. "YOU" and "YOUR" means the organization identified in Item 1. of the Declarations to this policy.

Section IV – Exclusions

This policy shall not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to:

A. Prior Notice

1. Any CLAIM which has been the subject of written notice given under any other policy prior to the inception date of the POLICY PERIOD;
2. Any actual or alleged WRONGFUL ACT, matter, fact, circumstance, situation, transaction, or event which has been the subject of written notice given under any other policy prior to the inception date of the POLICY PERIOD; or
3. Any other WRONGFUL ACT, whenever committed or allegedly committed, which together with a WRONGFUL ACT described in subsection 2. above constitutes INTERRELATED WRONGFUL ACTS.

B. Prior Wrongful Acts

Actual or alleged WRONGFUL ACT committed prior to or after the POLICY PERIOD.

C. Americans with Disabilities Act Costs

Cost or costs of providing reasonable accommodation under the Americans with Disabilities Act or similar federal, state, or local laws, including but not limited to, construction or modification of facilities or other property.

D. Assumption of Liability

Actual or alleged liability of others assumed by or on behalf of a MEMBER under any contract or agreement, expressed or implied, written or oral.

E. Blood Donation, Drawing, or Testing

1. the rendering or failure to render services in connection with the making of a blood donation, drawing of blood, or testing of blood;
2. an error, omission, defect, or deficiency in any test performed or an evaluation, consultation, or advice given by or on behalf of any MEMBER;
3. the reporting of, or reliance upon, such test, evaluation, consultation, or advice;
4. any blood product handled, transported, or distributed by or on behalf of a MEMBER, or reliance upon any representation or warranty made at any time with respect to blood products;
5. the liability of any MEMBER for acts or omissions of a doctor, technician, phlebotomist, or nurse with respect to any activity identified in 1. through 4. of this exclusion; or

6. the liability of any MEMBER for the negligent hiring and/or supervision of a person with respect to any activity listed in 1. through 4. of this exclusion.

F. Communicable Disease

1. The actual or alleged transmission of a COMMUNICABLE DISEASE; and/or
2. An act, error, or omission by or on behalf of a MEMBER in:
 - a. the supervision, hiring, employment, training, or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a COMMUNICABLE DISEASE;
 - b. testing for a COMMUNICABLE DISEASE;
 - c. the actual or alleged failure to prevent the spread of a COMMUNICABLE DISEASE; and/or
 - d. the actual or alleged failure to report a COMMUNICABLE DISEASE to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a COMMUNICABLE DISEASE, and/or any place where there is or is alleged to be a presence or spread of a COMMUNICABLE DISEASE.

G. Bodily Injury and/or Property Damage

Actual or alleged BODILY INJURY or physical injury or damage to or destruction of any tangible property, including the loss of use of tangible property that is not physically injured. This exclusion shall not apply to any CLAIM for emotional distress or mental anguish arising out of a WRONGFUL ACT.

H. False Publication or Utterance

Actual or alleged publication or utterance concerning any person, organization, or business enterprise, including their products or services, made by or at the direction of a MEMBER with knowledge of the falsity thereof; however, this exclusion will apply upon final adjudication or admission of the falsity of such publication or utterance. WE will defend and indemnify any MEMBER who is included in any such CLAIM but is not alleged to have participated in or had no reasonable basis to know of the falsity of the publication or utterance at the time it was made.

I. Pollution

1. any actual, alleged, or threatened, whether directly or indirectly, presence, discharge, dispersal, seepage, migration, release, or escape of POLLUTANTS;
2. any request, demand, order, or statutory or regulatory requirement that any MEMBER or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or address the effects of POLLUTANTS; or
3. any demand on behalf of a state or federal governmental authority for DAMAGES due to investigating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of POLLUTANTS.

J. Mold, Fungus, or Microbial Contamination

Any actual or alleged mold, fungus, or MICROBIAL CONTAMINATION. This exclusion applies, but is not limited to any loss, cost, or expense arising out of any:

1. request, demand, order, or statutory or regulatory requirement that any MEMBER or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or address the effects of mold, fungus, or MICROBIAL CONTAMINATION; or
2. demand on behalf of a governmental authority for DAMAGES due to investigating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of mold, fungus, or MICROBIAL CONTAMINATION.

K. Printing of Materials

Any printing of periodicals, advertising materials, or any and all jobs taken by a MEMBER to be printed for a third party, when the periodical, advertising matter, or other printing is not a regular part of any MEMBER's own publication.

L. Fiscal Sponsorship

1. Any DAMAGES arising out of the status of a MEMBER as a FISCAL SPONSOR until:
 - a. the ORGANIZATION enters into a FISCAL SPONSOR AGREEMENT arising out of or in connection with that entity's status as a FISCAL SPONSOR for that person, entity, or organization;
 - b. the ORGANIZATION provides the FISCAL SPONSOR AGREEMENT to US; and
 - c. the ORGANIZATION provides to US any underwriting information and pays any additional premium required by US.
2. This insurance does not apply to DAMAGES that occur before the ORGANIZATION enters into the FISCAL SPONSOR AGREEMENT which is applicable to the CLAIM in which the DAMAGES are asserted.
3. If there is other insurance available to any individual or entity pursuant to a FISCAL SPONSOR AGREEMENT for DAMAGES which are covered by this policy, including but not limited to a duty to defend any MEMBER or entity that is subject to the FISCAL SPONSOR AGREEMENT by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

M. Breach of Contract

Actual or alleged liability arising out of the MEMBER's breach of any contract or agreement, express or implied, written or oral, whether made by a party to or third-party beneficiary of any such contract or

agreement. This exclusion shall not apply to any CLAIM based upon or arising out of any actual or alleged contract of employment.

N. Fraud or Dishonesty

Actual or alleged fraud or dishonesty of any MEMBER; however, WE will defend that MEMBER until there is a finding or admission of fraud or dishonesty by that MEMBER. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of the fraud or dishonesty at the time of its commission.

O. Penal Statute or Ordinance

Actual or alleged violation of a penal statute or ordinance committed by or with the knowledge or consent of a MEMBER; however, this exclusion will apply upon final adjudication or admission of the violation of a penal statute or ordinance. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of the violation of a penal statute or ordinance at the time of its commission.

P. Personal Profit or Advantage

Actual or alleged gain by a MEMBER of any personal profit or advantage to which that MEMBER was not legally entitled; however, this exclusion will apply upon final adjudication or admission of gaining such profit or advantage. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of such personal profit or advantage.

Q. Laws Regulating Biometric Information

Actual or alleged violation of any constitutional protection or foreign, federal, state, or local statutory law or regulation that governs the access to or collection, storage, destruction, dissemination, protection, transfer, processing, purchase, use, sale, lease, or trade of BIOMETRIC INFORMATION.

R. Claims by Organization

Any lawsuit, cause of action, demand, or any other legal proceeding brought or maintained by or on behalf of the ORGANIZATION, whether direct, indirect, or derivative. However, this exclusion shall not apply to CLAIMS(s) brought on behalf of the ORGANIZATION by an Attorney General.

S. Other Entity Liability

Actual or alleged act or omission by a director, trustee, officer, employee, committee member, student-in-training, intern, or volunteer in their capacity or by reason of their status as a director, trustee, officer, employee, committee member, student-in-training, intern, or volunteer of any organization or entity other than the ORGANIZATION. This exclusion does not apply if the volunteer service for another entity is at the written request or direction of the ORGANIZATION.

T. Professional Services

Actual or alleged rendering or failure to render a PROFESSIONAL SERVICE in connection with the MEMBER's business, including, but not limited to:

1. providing medical, surgical, chiropractic, dental, phlebotomy, acupuncture, psychiatric, or nursing treatment, diagnosis, or services, including the furnishing of food or beverage in connection therewith;
2. furnishing or dispensing drugs or medical, dental, or surgical supplies or appliances;
3. providing veterinary services;
4. providing legal services; or
5. offering any advice in connection with a PROFESSIONAL SERVICE.

U. Improper Sexual Conduct

Any actual or alleged improper sexual conduct, committed by one person or two or more persons acting in concert, that is prohibited by federal or state law, including, but not limited to, sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation, or sexual injury.

V. Failure to Report

Actual or alleged failure to report an incident of improper sexual conduct or physical abuse to the proper authorities or the withholding of pertinent information concerning improper sexual conduct or physical abuse from such authorities.

W. Physical Abuse

Any form of physical abuse, including, but not limited to, battery, physical assault, assault with a deadly weapon, or with force likely to produce BODILY INJURY, or unreasonable physical restraint or constraint of any person.

X. Equitable Relief

Any form of equitable relief, including, but not limited to, injunctions, restitution, disgorgement, declaratory relief, and restraining orders, including attorney's fees and costs requested by or on behalf of any party in connection with any such equitable relief.

Y. Matters Deemed Uninsurable

Fines, penalties, sanctions, punitive or exemplary DAMAGES, the multiplied portion of multiplied DAMAGES, taxes, insurance plan benefits, accommodation costs, future wages, non-pecuniary relief or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Z. Wage and Hour Laws

Actual or alleged violation of federal, state, or local wage and hour or similar laws and any CLAIM seeking reimbursement or disbursement of business expenses and/or payments brought against YOU by YOUR employees, servants, or agents.

AA. Fiduciary Liability

Actual or alleged breach or violation of any responsibilities, obligations, or duties owed by a MEMBER as a fiduciary of any EMPLOYEE BENEFIT PROGRAM; the Employee Retirement Income Security Act of 1974 (as amended); or any similar federal, state, or local law; or arising out of a MEMBER acting in their fiduciary capacity with the ORGANIZATION.

BB. Administration of an Employee Benefit Program

Actual or alleged act, error, or omission in the ADMINISTRATION of any EMPLOYEE BENEFIT PROGRAM or any plan subject to the Employee Retirement Income Security Act of 1974 (as amended) or any similar federal, state, or local law.

CC. Personal Injury

Actual or alleged PERSONAL INJURY to an EMPLOYEE CLAIMANT.

Section V – Limits of Liability

A. Each Claim Limit

The Each Claim Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all CLAIM EXPENSES and DAMAGES for each CLAIM first made against the MEMBER and reported to the COMPANY under this policy.

B. Aggregate Limit

The Aggregate Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all CLAIM EXPENSES and DAMAGES for all CLAIMS first made against the MEMBER and reported to the COMPANY under this policy.

C. Deductible

The MEMBER will pay to the COMPANY all CLAIM EXPENSES and DAMAGES up to the Deductible amount identified in the Declarations. A single Deductible shall apply to each CLAIM first made against the MEMBER and reported to the COMPANY under this policy. A single Deductible shall apply to a CLAIM arising from the same or INTERRELATED WRONGFUL ACTS. The Each Claim and Aggregate Limits of Liability shall be reduced by the amount of the Deductible and the Deductible is part of, and not in addition to, the Limits of Liability.

The Deductible amount shall be paid by the MEMBER within thirty (30) days of a written demand by the COMPANY.

D. Eroding Limits

CLAIM EXPENSES are part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations. Any payment by the COMPANY of CLAIM EXPENSES shall reduce the applicable Limit of Liability and may exhaust the Limits of Liability.

E. Anti-Stacking

It is the COMPANY's intent that one Each Claim Limit of Liability in one policy apply to a CLAIM, regardless of the number of policies or coverages issued to YOU under the Board and Executive Liability Coverage Policy or any other policies issued by the COMPANY. Subject to Paragraphs A., B., D., and E. in this Section, if two or more policies or coverages issued to YOU under the Board and Executive Liability Coverage Policy apply to a CLAIM, the maximum available Limit of Liability under all such policies and/or coverages shall not exceed the single highest applicable Each Claim Limit of Liability under any one such policy.

Section VI – Duties in the Event of a Claim

A. Reporting of Claims:

1. If the MEMBER:

- a. receives written or oral notice from any party that it is that party's intention to hold the MEMBER responsible for a WRONGFUL ACT; or
- b. becomes aware of any circumstances which subsequently may give rise to a CLAIM against the MEMBER for a WRONGFUL ACT; then
- c. the MEMBER shall promptly provide the COMPANY with written notice thereof.

2. As a condition precedent to coverage under this policy, the MEMBER shall promptly provide the COMPANY with written notice of any CLAIM.

B. Written notice to the COMPANY shall be submitted in accordance with one of the following:

1. Completion of the Incident Report Form; or
2. A written notice which shall contain the following information:
 - a. A description of the actual or alleged WRONGFUL ACT or circumstances which are the subject of a potential CLAIM;
 - b. The date(s) of such WRONGFUL ACT or circumstances;
 - c. A description of any injury or damage resulting from such WRONGFUL ACT or circumstances;

- d. The identities and address of any potential claimant(s), witnesses, and MEMBERS with information concerning such WRONGFUL ACT or circumstances;
- e. The location(s) relevant to such WRONGFUL ACT or circumstances;
- f. The circumstances by which the MEMBER first became aware of the WRONGFUL ACT or circumstances; and
- g. The date MEMBER first became aware of the WRONGFUL ACT or circumstances.

The written notice under Paragraph 1. or 2., above, shall be submitted as follows:

- a. the COMPANY by electronic mail at: newclaims@insurancefornonprofits.org; or
- b. the COMPANY by the MEMBER's broker, as identified in the Declarations to this policy.

C. Assistance and Cooperation

- 1. The MEMBER shall cooperate with the COMPANY in the investigation, defense, and settlement of a WRONGFUL ACT or CLAIM. Upon the COMPANY's request, the MEMBER shall promptly:
 - a. provide to the COMPANY copies of documents and such other things held by or available to the MEMBER that relate to any CLAIM or WRONGFUL ACT giving rise to such CLAIM, and any necessary authorizations;
 - b. provide the COMPANY with a written statement(s);
 - c. meet with COMPANY representatives for the purpose of investigation, defense, or settlement;
 - d. submit to examination and interview by a representative of the COMPANY, under oath if required;
 - e. attend hearings, depositions, and trials;
 - f. assist in effecting settlement; and
 - g. assist in securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits and other proceedings.
- 2. The MEMBER shall cooperate with the COMPANY and take all necessary action to secure and effect any rights the MEMBER may have against any person or organization including, without limitation, rights of indemnity, contribution, subrogation, or apportionment.

D. Voluntary Payments and Admissions of Liability

A MEMBER shall not, except at the MEMBER'S own cost, make any payment, admit any liability for or settle any WRONGFUL ACT(s) or CLAIMS, assume any obligation, or incur CLAIM EXPENSES without the COMPANY's prior written consent. The COMPANY shall not be liable for any CLAIM EXPENSES or DAMAGES to which WE did not consent in writing prior to a MEMBER incurring such CLAIM EXPENSES or paying or agreeing to pay any such DAMAGES.

Section VII – Interrelated Wrongful Acts

- A. CLAIMS alleging, based upon, arising out of, or attributable to the same WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS shall be treated as a single CLAIM regardless of whether brought by one or more claimants or made against one or more than one MEMBER.
- B. All such CLAIMS, whenever made, shall be considered first made during the POLICY PERIOD, in which the earliest CLAIM arising out of such WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS was first made, and shall be subject to the Limit of Liability and Deductible set forth in such policy.
- C. All CLAIMS arising from, based upon, or attributable to the same WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS shall be deemed to be a single CLAIM first made on the earliest date that:
 - 1. any of such CLAIMS was first made, even if this date is before the POLICY PERIOD;
 - 2. notice of such CLAIM was provided to the COMPANY in accordance with Section VI – Duties in the Event of a Claim; or
 - 3. notice of such WRONGFUL ACT or any INTERRELATED WRONGFUL ACTS was given under any prior liability insurance policy or policies issued by an insurer other than the COMPANY.

Section VIII – General Conditions

A. Action Against Us

No action shall lie against US unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the MEMBER's obligation to pay shall have been finally determined either by judgment against the MEMBER after actual trial or by written agreement of the MEMBER, the claimant or claimants, and US.

B. Arbitration

YOU and the COMPANY issuing this policy agree that any dispute which arises, in whole or in part, from the application or interpretation of this policy, including any endorsements herein and seeks (a) monetary damages in excess of \$100,000 or more, or (b) injunctive relief, shall be resolved through mandatory and binding arbitration.

This arbitration provision shall be broadly applied and construed to the fullest extent allowed by law. The MEMBER, including all of MEMBER's affiliates, officers, employees, owners, shareholders, MEMBERS, partners, alter egos, successors, assignees or alleged assignees and persons related to MEMBER, are and shall be bound to arbitrate any claim arising under or relating to this policy.

The binding arbitration will proceed according to the following:

1. The arbitration shall be heard by a panel of three (3) arbitrators. One arbitrator will be selected by the plaintiff/claimant, and another shall be appointed by the defendant/respondent. Each party will select its arbitrator within twenty (20) days of receipt of the demand for arbitration. The third presiding arbitrator shall be appointed by agreement of the two party-appointed arbitrators within fourteen (14) days of the appointment of the second arbitrator or, in default of such agreement, by the American Arbitration Association ("AAA");
2. Any arbitration shall take place in Sacramento, California, or such other location as the parties may agree to, and California law shall govern all issues;
3. Any arbitration shall be commenced and conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA, unless modified by this Agreement;
4. Nothing in this provision shall require arbitration before the AAA. The parties to any such arbitration may choose and agree to arbitrate before any impartial and neutral arbitrators, however, if the party-appointed arbitrators are unable to agree on a third presiding arbitrator, the arbitration shall be held before the AAA;
5. Nothing in this provision shall bar or prohibit the parties from utilizing other alternative, non-court dispute resolution procedures, such as private mediation;
6. The parties will share equally the cost of all filing fees, administrative costs, and the arbitrators' fees and compensation;
7. Any other fees, costs, or other expenses of the arbitration, including deposition and expert witness of a party, and expenses incurred to report evidentiary proceedings before the arbitrator(s), shall be awarded by the arbitrators to the prevailing party and shall become part of the arbitration award;
8. The arbitrators shall not have the authority to grant, and the parties hereby waive any right to seek any punitive, exemplary, or damages in excess of policy limits, or any other equivalent remedies, including without limitation such remedies with respect to claims of insurance bad faith, notwithstanding any other provision of law or arbitration rule; and,
9. The determination or award of the arbitrators shall be conclusive and binding on the parties, and there shall be no right of appeal therefrom.

C. Assignment

This policy and any and all rights hereunder are not assignable without OUR written consent.

D. Bankruptcy

Bankruptcy or insolvency of a MEMBER or of the estate of that MEMBER will not relieve US of OUR obligations under this policy.

E. Cancellation

1. The ORGANIZATION may cancel this policy by mailing or delivering to US ten (10) days advance written notice of cancellation.
2. WE may cancel this policy by mailing or delivering to the ORGANIZATION written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if WE cancel for non-payment of premium;
or
 - b. thirty (30) days before the effective date of cancellation if WE cancel for any other reason.
3. WE will mail or deliver the notice of cancellation to the ORGANIZATION's last mailing address shown in the Declarations.
4. Notice of Cancellation will state the effective date of cancellation. The coverage under this policy will end on the date specified in the Notice of Cancellation.
5. If this policy is canceled, WE will send the ORGANIZATION any premium refund determined on a pro rata basis. 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 of Cancellation.

F. Changes

The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy.

G. Conformance to Statute

Any terms or conditions of this policy which are in conflict with any statute are hereby amended to conform to such statute.

H. Jurisdiction

This policy and each of its provisions, to the extent permitted by applicable law, shall be construed in accordance with the law of California.

I. Non-renewal

If WE decide not to renew this policy, WE will mail or deliver to the ORGANIZATION written notice of the non-renewal to the ORGANIZATION's last mailing address shown in the Declarations. If notice is mailed, proof of mailing will be sufficient proof of notice.

J. Notice and Authority

It is agreed that the ORGANIZATION shall act on behalf of each MEMBER and all persons extended coverage under this policy with respect to:

1. the giving and receiving of any return premiums that may become due under this policy; and
2. the receipt and acceptance of any endorsements amending all or a part of this policy.

K. Other Insurance

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When the insurance extended by this policy is primary and a MEMBER has other insurance which is stated to be applicable to the loss on an excess or contingent basis only, the amount of OUR liability under this policy shall not be reduced by the existence of such other insurance.
2. When both this policy and other insurance apply to the loss on the same basis, whether primary, excess, or contingent, WE shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below.
 - a. Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, WE shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurer or insurers then continue to contribute equal shares of the remaining amount of the loss until each has paid its limit in full or the full amount of the loss is paid.
 - b. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, WE shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
3. Subject to Section V- Limits of Liability, Paragraph E., Anti-Stacking, no coverage shall be afforded by this policy if coverage for a CLAIM is afforded under any other policy issued by US to the ORGANIZATION or to any MEMBER against whom the CLAIM is asserted, regardless of whether the CLAIM is brought by one or more claimants or made against one or more than one MEMBER. WE

shall, at OUR discretion, identify the policy or coverage to which coverage for the submitted CLAIM applies.

L. Representations

YOU have represented that the representations and statements contained in the application for this policy are true and are the basis of which this policy has been issued. The representations and statements in the application for this policy are to be considered as incorporated in and constituting part of this policy. WE have relied on the representations and statements contained in the application for insurance in issuing this policy and would not have issued this policy but for the representations and statements contained within the application.

M. Separation of Members

Except with respect to the Limits of Insurance, the information contained in the application for this policy and any right or duty specifically assigned to the ORGANIZATION, this insurance applies:

1. as if each MEMBER were the only MEMBER to which this policy applies;
2. separately for each MEMBER against whom a CLAIM is made; and
3. no fact pertaining to knowledge possessed by a MEMBER shall be imputed to any other MEMBER to determine if coverage for the CLAIM is available.

N. Territory

Coverage shall extend to any WRONGFUL ACT of a MEMBER committed anywhere in the world, but only if that MEMBER's responsibility to pay DAMAGES is determined in a suit on the merits which is determined within the United States of America.

O. Transfer of Rights of Recovery against Others to Us

If any MEMBER has rights to recover all or part of any payment or payments WE have made under this policy from any other person or entity, those rights are transferred to US. The MEMBER shall execute all documents required to effect that transfer and shall do everything that may be necessary for US to secure such rights including the execution of such documents necessary to enable us to bring suit in the name of the MEMBER. Upon OUR request, the MEMBER will do all things reasonably necessary to assist US in enforcing those rights.

P. Singular and Plural Words

Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

Q. Liberalization

If WE revise this coverage form or its endorsements during this POLICY PERIOD to provide more coverage without an additional premium charge, YOUR policy will automatically provide the additional coverage as of the day the revision is effective.

Board and Executive Liability Coverage Form Fiduciary Liability Policy

CLAIM EXPENSES REDUCE THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

Words and phrases that appear in all capital letters have special defined meanings. Please refer to Section III - Definitions.

Section I – Insuring Agreement

A. Coverage

The COMPANY shall pay on behalf of a MEMBER, subject to the Limits of Liability set forth in the Declarations, all sums which the MEMBER shall become legally obligated to pay as DAMAGES for CLAIMS resulting from a WRONGFUL ACT of the MEMBER or of any other person for whose WRONGFUL ACT the MEMBER is legally responsible, provided that:

1. Such WRONGFUL ACT is committed during the policy period; and
2. Such WRONGFUL ACT took place on or after the Retroactive Date set forth in the Declarations of this policy, if applicable, and prior to the expiration date of the POLICY PERIOD.

All DAMAGES for a CLAIM resulting from the same WRONGFUL ACT or INTERRELATED WRONGFUL ACTS will be considered as arising out of one WRONGFUL ACT which shall be deemed to have been committed on the date of the first such WRONGFUL ACT.

B. Defense

As part of and subject to the policy's Limits of Liability, the COMPANY shall have the right and duty to defend any CLAIM against the MEMBER to which this policy applies, even if the allegations of the CLAIM are groundless, false, or fraudulent. To the extent permissible under applicable law, the COMPANY has the right to appoint counsel and control the defense of any CLAIM to which this policy applies. The COMPANY's duty to defend ends upon exhaustion of the applicable Limit of Liability by the payment of DAMAGES and/or CLAIM EXPENSES. All such payments shall be subject to the Deductible and be subject to and reduce the Limits of Liability.

C. Investigation and Settlement

The COMPANY shall have the right to make any investigation, negotiation, or settlement of a covered CLAIM or WRONGFUL ACT reported under Section VI – Duties in the Event of a Claim that it deems appropriate. The COMPANY will pay all CLAIM EXPENSES incurred by the COMPANY and/or by the MEMBER with the COMPANY's written consent in connection with any such investigation. All such payments shall be subject to the Deductible and be subject to and reduce the Limits of Liability.

Section II – Who is a Member

A. MEMBER means:

1. The ORGANIZATION identified in Item 1. of the Declarations. Any such ORGANIZATION must:
 - a. be organized chiefly to provide or fund charitable, religious, educational, scientific, health, or human services;
 - b. be an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any MEMBER which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the COMPANY of such determination and the effective date of such determination; and
2. Any natural person who was, is, or becomes duly elected as a director or trustee, or duly elected or appointed officer, committee member, employee, or volunteer of the ORGANIZATION, solely in his or her capacity as such. MEMBER also includes the spouse or DOMESTIC PARTNER of a director, trustee, officer, committee member, employee, or volunteer of the ORGANIZATION for a CLAIM arising solely out of his or her status as the spouse or DOMESTIC PARTNER of a MEMBER, provided, however, that no coverage shall be afforded for any CLAIMS(s) based on or arising out of a WRONGFUL ACT of that spouse or DOMESTIC PARTNER.

B. Extensions and Limitations

1. Estates and Legal Representatives

Subject otherwise to all the terms and conditions of this policy, coverage hereunder shall extend to CLAIMS(s) for a WRONGFUL ACT of a MEMBER who is deceased or against the estate, heirs, or legal representatives of such MEMBER.

2. Existing Subsidiary

To be covered under the terms and conditions of this policy, a SUBSIDIARY existing at the time of policy inception must be designated in Item 1. of the Declarations to this policy.

3. Newly Created or Acquired Subsidiary

- a. If any SUBSIDIARY which qualifies as a tax-exempt organization under the provision of Internal Revenue Code section 501(c)(3) is created or acquired by a MEMBER after the inception of this

policy, such SUBSIDIARY shall be included under the terms and conditions of this policy subject to:

- 1) the giving of written notice to US of such creation or acquisition as soon as practicable, but in no event more than 120 days following such creation or acquisition; and
- 2) the giving of any underwriting information and the payment of any additional premium required by US.

The status of an entity as a SUBSIDIARY will not be in effect until:

- 1) the receipt by US of the notice by the MEMBER of that entity's creation or acquisition by the MEMBER;
 - 2) the production to US of underwriting information requested by US; and
 - 3) the payment of any additional premium required by US.
- b. If any SUBSIDIARY which does not qualify as a tax-exempt organization under the provisions of the Internal Revenue Code section 501(c)(3) is created or acquired by a MEMBER after the inception of this policy, such SUBSIDIARY shall not be included under the terms and conditions of this policy until a MEMBER has:
- 1) given written notice of such creation or acquisition together with any underwriting information which may be required by US;
 - 2) received written approval from US; and
 - 3) paid any additional premium required.

4. Consolidation or Merger

In the event that the ORGANIZATION is acquired by merger, or consolidates with, or is merged into or acquired by any other organization or entity after the inception of this policy, immediate written notice, but in no event more than thirty (30) days following that merger, consolidation or acquisition, shall be given to US, together with such information as WE may require. In order to continue the coverage extended by this policy, the ORGANIZATION must pay US any additional premium required by US as a result of that merger, consolidation or acquisition.

Section III – Definitions

- A. "ADMINISTRATION" means giving information to employees about an EMPLOYEE BENEFIT PROGRAM, interpreting an EMPLOYEE BENEFIT PROGRAM, handling records, or enrolling an employee in an EMPLOYEE BENEFIT PROGRAM.
- B. "BIOMETRIC INFORMATION" means any unique physical, physiological, biological, or behavioral pattern or characteristic of an individual including, but not limited to, fingerprints, handprints, retina or iris scans, face scans or images, vein patterns, and voice recordings.
- C. "BODILY INJURY" means bodily injury, sickness, disease, or death, including emotional distress or mental anguish sustained by a person.

- D. "CLAIM" means a written demand received by the MEMBER for DAMAGES which alleges a WRONGFUL ACT, including:
1. the service of a complaint or lawsuit, or the commencement of any civil or administrative proceeding, including appeals therefrom;
 2. the institution of arbitration, mediation, or other formal alternative dispute resolution proceedings; or
 3. any written request to toll or waive a statute of limitations.

- E. "CLAIM EXPENSES" means:

1. reasonable and necessary fees charged by an attorney in the defense of a CLAIM or WRONGFUL ACT;
2. all other reasonable fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a CLAIM or WRONGFUL ACT; however, WE will not pay attorney's fees or expert fees taxed as costs against YOU pursuant to statute; and
3. cost of an appeal bond, attachment bond, or similar bonds, but only for DAMAGES covered under this policy and amounts within the applicable Limit of Liability; however, WE are not obligated to apply for or furnish any such bond(s), if incurred by the COMPANY or by the MEMBER with the prior written consent of the COMPANY.

CLAIM EXPENSES shall not include:

1. salary expenses or wages of any MEMBER;
2. loss of earnings of any MEMBER; or
3. attorney fees or any other fees, costs, and expenses awarded to a claimant on any basis.

The COMPANY shall have the right to determine the reasonableness of CLAIM EXPENSES.

- F. "COMMUNICABLE DISEASE" means any contagious disease, illness, or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent, or a combination of these.
- G. "COMPANY" means the company providing this coverage.
- H. "DAMAGES" means any monetary amount that the MEMBER becomes legally obligated to pay and includes:
1. monetary judgments or settlements;
 2. attorney fees and other fees, costs, and expenses awarded to a claimant pursuant to a contract, statute, or common law, provided that the CLAIM also seeks compensatory damages; and
 3. pre-judgment and post-judgment interest; however, if WE make an offer to pay the applicable Limit of Liability available under this policy, WE will not pay any pre-judgment interest based on the period of time after the offer was made.

DAMAGES shall not include:

1. taxes, fines, penalties, or sanctions, whether imposed by law or otherwise;
2. punitive or exemplary damages;

3. the multiplied portion of multiplied damages;
 4. amounts sought as restitution or disgorgement from any MEMBER;
 5. the costs to comply with orders granting injunctive relief or non-monetary relief, including specific performance, or any agreement to provide such relief;
 6. matters uninsurable under the law pursuant to which this policy is construed; or
 7. the amount of any severance, unpaid wages, employee reimbursement, or any other employment-related payments owed to an employee.
- I. "DISCRIMINATION" means any actual or alleged unfair treatment, bias, or any other adverse action, whether intentional, unintentional, direct, or indirect, based upon or arising out of protected status under local, state, and/or federal law, including, but not limited to, race, national origin, age, gender, gender identity, sexual orientation, marital status, disability, and religious beliefs.
- J. "DOMESTIC PARTNER" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law pursuant to which this policy will be construed.
- K. "EMPLOYEE CLAIMANT" means an employee, applicant for employment, former employee, officer, former officer, director and/or former director, intern, volunteer, or student-in-training of any MEMBER while acting in that capacity as well as any derivative CLAIM of any spouse, DOMESTIC PARTNER, child, brother, sister, parent, dependent, successor, subrogee or assignee of any such employee, applicant for employment, former employee, officer, former officer, director, former director, intern, volunteer, or student-in-training.
- L. "EMPLOYEE BENEFIT PROGRAM" means:
1. group life insurance; group accident insurance; health insurance; dental, vision, and hearing plans; and flexible spending accounts, provided that no one other than an employee of the ORGANIZATION may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;
 2. profit sharing plans, employee savings plans, employee stock ownership plans, pension plans, and stock subscription plans, provided no one other than an employee of the ORGANIZATION may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under the plan for such benefits;
 3. unemployment insurance, social security, workers' compensation, disability benefits, and any other similar plan;
 4. vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation plans; health club subsidiaries; and
 5. any other similar benefits designated and added to this policy by endorsement.

- M. "FISCAL SPONSOR" means the status of the ORGANIZATION as the entity organization which offers its legal and tax-exempt status to another person, entity, or organization pursuant to a FISCAL SPONSOR AGREEMENT and/or who participates in the operations of that person, entity, or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals and in consideration for the benefit of that person, entity, or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts, and/or insurance programs.
- N. "FISCAL SPONSOR AGREEMENT" means a written contract or agreement by the ORGANIZATION with a person, entity, and/or social organization in which the ORGANIZATION agrees to serve as a FISCAL SPONSOR for such person, entity, and/or social organization.
- O. "INTERRELATED WRONGFUL ACTS" means WRONGFUL ACTS that are causally, temporally, or logically connected or related by a pattern of conduct or a common nexus of fact, circumstance, situation, transaction, decision, or event, regardless of whether the CLAIM(s) alleging such WRONGFUL ACTS involve the same or different claimants, MEMBERS, or causes of action.
- P. "MEMBER" means any person or organization qualifying as such under Section II - Who is a MEMBER.
- Q. "MICROBIAL CONTAMINATION" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.
- R. "ORGANIZATION" means the entity or entities designated in Item 1. of the Declarations.
- S. "PERSONAL INJURY" means an injury arising out of one or more of the following offenses committed in the course of the business of the ORGANIZATION:
 - 1. false arrest, wrongful detention or imprisonment, abuse of process, or malicious prosecution;
 - 2. libel, slander, defamation of character, or invasion of privacy;
 - 3. wrongful entry, eviction, or other invasion of the right of privacy;
 - 4. infringement of copyright or trademark or unauthorized use of title; or
 - 5. plagiarism or misappropriation of ideas.
- T. "POLICY PERIOD" means the period beginning on the inception date and ending on the expiration date stated in Item 2. of the Declarations, as amended, if applicable.
- U. "POLLUTANTS" means any substance identified on a list of hazardous substances issued by the United States Environmental Protection Agency or a state, county, municipality, or locality counterpart thereof. POLLUTANTS includes, but are not limited to, solids, liquids, gaseous or thermal irritants or contaminants, infectious or otherwise, including smoke, vapor, soot, acid rain, fumes, acids, alkalis, chemicals, and "waste." "Waste" includes, but is not limited to, material to be recycled, reconditioned, or reclaimed. POLLUTANTS shall also mean any unlisted substance exhibiting characteristics of ignitability, corrosivity, reactivity, or toxicity to a degree which would cause it to be so listed if the subject were to be addressed by the Environmental Protection Agency or state, county, municipality, or locality counterpart thereof.

- V. "PROFESSIONAL SERVICE" means conduct arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual.
- W. "SUBSIDIARY" means any entity which is more than 50% owned by the ORGANIZATION or which is more than 50% owned by one or more SUBSIDIARY.
- X. "WE," "US," and "OUR" means the COMPANY.
- Y. "WRONGFUL ACT" means any actual or alleged breach of duty, error, neglect, omission, or act committed by a MEMBER that arises out of a violation of responsibilities, obligations, or duties imposed on a fiduciary of any EMPLOYEE BENEFIT PROGRAM; the Employee Retirement Income Security Act of 1974 (as amended); or any similar federal, state, or local law; or is alleged against a MEMBER due to the MEMBER acting solely in their fiduciary capacity with the ORGANIZATION.
- Z. "YOU" and "YOUR" means the organization identified in Item 1. of the Declarations to this policy.

Section IV – Exclusions

This policy shall not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to:

A. Prior Notice

- 1. Any CLAIM which has been the subject of written notice given under any other policy prior to the inception date of the POLICY PERIOD;
- 2. Any actual or alleged WRONGFUL ACT, matter, fact, circumstance, situation, transaction, or event which has been the subject of written notice given under any other policy prior to the inception date of the POLICY PERIOD; or
- 3. Any other WRONGFUL ACT, whenever committed or allegedly committed, which together with a WRONGFUL ACT described in subsection 2. above constitutes INTERRELATED WRONGFUL ACTS.

B. Prior Wrongful Acts

Actual or alleged WRONGFUL ACT committed prior to or after the POLICY PERIOD.

C. Americans with Disabilities Act Costs

Cost or costs of providing reasonable accommodation under the Americans with Disabilities Act or similar federal, state, or local laws, including but not limited to, construction or modification of facilities or other property.

D. Assumption of Liability

Actual or alleged liability of others assumed by or on behalf of a MEMBER under any contract or agreement, expressed or implied, written or oral.

E. Blood Donation, Drawing, or Testing

1. the rendering or failure to render services in connection with the making of a blood donation, drawing of blood, or testing of blood;
2. an error, omission, defect, or deficiency in any test performed or an evaluation, consultation, or advice given by or on behalf of any MEMBER;
3. the reporting of, or reliance upon, such test, evaluation, consultation, or advice;
4. any blood product handled, transported, or distributed by or on behalf of a MEMBER, or reliance upon any representation or warranty made at any time with respect to blood products;
5. the liability of any MEMBER for acts or omissions of a doctor, technician, phlebotomist, or nurse with respect to any activity identified in 1. through 4. of this exclusion; or
6. the liability of any MEMBER for the negligent hiring and/or supervision of a person with respect to any activity listed in 1. through 4. of this exclusion.

F. Communicable Disease

1. The actual or alleged transmission of a COMMUNICABLE DISEASE; and/or
2. An act, error, or omission by or on behalf of a MEMBER in:
 - a. the supervision, hiring, employment, training, or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a COMMUNICABLE DISEASE;
 - b. testing for a COMMUNICABLE DISEASE;
 - c. the actual or alleged failure to prevent the spread of a COMMUNICABLE DISEASE; and/or
 - d. the actual or alleged failure to report a COMMUNICABLE DISEASE to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a COMMUNICABLE DISEASE, and/or any place where there is or is alleged to be a presence or spread of a COMMUNICABLE DISEASE.

G. Bodily Injury and/or Property Damage

Actual or alleged BODILY INJURY or physical injury or damage to or destruction of any tangible property, including the loss of use of tangible property that is not physically injured.

H. False Publication or Utterance

Actual or alleged publication or utterance concerning any person, organization, or business enterprise, including their products or services, made by or at the direction of a MEMBER with knowledge of the falsity thereof; however, this exclusion will apply upon final adjudication or admission of the falsity of such publication or utterance. WE will defend and indemnify any MEMBER who is included in any such CLAIM but is not alleged to have participated in or had no reasonable basis to know of the falsity of the publication or utterance at the time it was made.

I. Pollution

1. any actual, alleged, or threatened, whether directly or indirectly, presence, discharge, dispersal,

seepage, migration, release, or escape of POLLUTANTS;

2. any request, demand, order, or statutory or regulatory requirement that any MEMBER or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or address the effects of POLLUTANTS; or
3. any demand on behalf of a state or federal governmental authority for DAMAGES due to investigating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of POLLUTANTS.

J. Mold, Fungus or Microbial Contamination

Any actual or alleged mold, fungus, or MICROBIAL CONTAMINATION. This exclusion applies, but is not limited to any loss, cost, or expense arising out of any:

1. request, demand, order, or statutory or regulatory requirement that any MEMBER or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or address the effects of mold, fungus, or MICROBIAL CONTAMINATION; or
2. demand on behalf of a governmental authority for DAMAGES due to investigating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of mold, fungus, or MICROBIAL CONTAMINATION.

K. Printing of Materials

Any printing of periodicals, advertising materials, or any and all jobs taken by a MEMBER to be printed for a third party, when the periodical, advertising matter, or other printing is not a regular part of any MEMBER's own publication.

L. Fiscal Sponsorship

1. Any DAMAGES arising out of the status of a MEMBER as a FISCAL SPONSOR until:
 - a. the ORGANIZATION enters into a FISCAL SPONSOR AGREEMENT arising out of or in connection with that entity's status as a FISCAL SPONSOR for that person, entity, or organization;
 - b. the ORGANIZATION provides the FISCAL SPONSOR AGREEMENT to US; and
 - c. the ORGANIZATION provides to US any underwriting information and pays any additional premium required by US.
2. This insurance does not apply to DAMAGES that occur before the ORGANIZATION enters into the FISCAL SPONSOR AGREEMENT which is applicable to the CLAIM in which the DAMAGES are asserted.
3. If there is other insurance available to any individual or entity pursuant to a FISCAL SPONSOR AGREEMENT for DAMAGES which are covered by this policy, including but not limited to a duty to

defend any MEMBER or entity that is subject to the FISCAL SPONSOR AGREEMENT by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

M. Breach of Contract

Actual or alleged liability arising out of the MEMBER's breach of any contract or agreement, express or implied, written or oral, whether made by a party to or third-party beneficiary of any such contract or agreement.

N. Fraud or Dishonesty

Actual or alleged fraud or dishonesty of any MEMBER; however, WE will defend that MEMBER until there is a finding or admission of fraud or dishonesty by that MEMBER. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of the fraud or dishonesty at the time of its commission.

O. Penal Statute or Ordinance

Actual or alleged violation of a penal statute or ordinance committed by or with the knowledge or consent of a MEMBER; however, this exclusion will apply upon final adjudication or admission of the violation of a penal statute or ordinance. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of the violation of a penal statute or ordinance at the time of its commission.

P. Personal Profit or Advantage

Actual or alleged gain by a MEMBER of any personal profit or advantage to which that MEMBER was not legally entitled; however, this exclusion will apply upon final adjudication or admission of gaining such profit or advantage. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of such personal profit or advantage.

Q. Laws Regulating Biometric Information

Actual or alleged violation of any constitutional protection or foreign, federal, state, or local statutory law or regulation that governs the access to or collection, storage, destruction, dissemination, protection, transfer, processing, purchase, use, sale, lease, or trade of BIOMETRIC INFORMATION.

R. Claims by Organization

Any lawsuit, cause of action, demand, or any other legal proceeding brought or maintained by or on behalf of the ORGANIZATION, whether direct, indirect, or derivative. However, this exclusion shall not apply to CLAIMS(s) brought on behalf of the ORGANIZATION by an Attorney General.

S. Other Entity Liability

Actual or alleged act or omission by a director, trustee, officer, employee, committee member, student-in-training, intern, or volunteer in their capacity or by reason of their status as a director, trustee, officer, employee, committee member, student-in-training, intern, or volunteer of any organization or entity other

than the ORGANIZATION. This exclusion does not apply if the volunteer service for another entity is at the written request or direction of the ORGANIZATION.

T. Professional Services

Actual or alleged rendering or failure to render a PROFESSIONAL SERVICE in connection with the MEMBER's business, including, but not limited to:

1. providing medical, surgical, chiropractic, dental, phlebotomy, acupuncture, psychiatric, or nursing treatment, diagnosis, or services, including the furnishing of food or beverage in connection therewith;
2. furnishing or dispensing drugs or medical, dental, or surgical supplies or appliances;
3. providing veterinary services;
4. providing legal services; or
5. offering any advice in connection with a PROFESSIONAL SERVICE.

U. Improper Sexual Conduct and Sexual Harassment

Any actual or alleged improper sexual conduct, committed by one person or two or more persons acting in concert, that is prohibited by federal or state law, including, but not limited to, sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation, or sexual injury. Any actual or alleged form of sexual harassment, including, but not limited to, any unwelcome sexual advances, requests for sexual favors, or verbal, visual, or physical conduct of a sexual nature.

V. Failure to Report

Actual or alleged failure to report an incident of improper sexual conduct or physical abuse to the proper authorities or the withholding of pertinent information concerning improper sexual conduct or physical abuse from such authorities.

W. Physical Abuse

Any form of physical abuse, including, but not limited to, battery, physical assault, assault with a deadly weapon, or with force likely to produce BODILY INJURY, or unreasonable physical restraint or constraint of any person.

X. Equitable Relief

Any form of equitable relief, including, but not limited to, injunctions, restitution, disgorgement, declaratory relief, and restraining orders, including attorney's fees and costs requested by or on behalf of any party in connection with any such equitable relief.

Y. Matters Deemed Uninsurable

Fines, penalties, sanctions, punitive or exemplary DAMAGES, the multiplied portion of multiplied DAMAGES, taxes, insurance plan benefits, accommodation costs, future wages, non-pecuniary relief or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Z. Wage and Hour Laws

Actual or alleged violation of federal, state, or local wage and hour or similar laws and any CLAIM seeking reimbursement or disgorgement of business expenses and/or payments brought against YOU by YOUR employees, servants, or agents.

AA. Employee Claimants

Actual or alleged liability to an EMPLOYEE CLAIMANT or an obligation to indemnify another because of liability to an EMPLOYEE CLAIMANT.

BB. Employment-Related Practices

Actual or alleged liability arising out of employment-related practices of a MEMBER including, but not limited to:

1. PERSONAL INJURY to an EMPLOYEE CLAIMANT;
2. refusal to employ an EMPLOYEE CLAIMANT;
3. termination or wrongful discharge of an EMPLOYEE CLAIMANT;
4. wrongful failure to promote or demotion of an EMPLOYEE CLAIMANT;
5. wrongful discipline of or retaliation against an EMPLOYEE CLAIMANT;
6. harassment, sexual or otherwise, of an EMPLOYEE CLAIMANT; or
7. DISCRIMINATION against an EMPLOYEE CLAIMANT.

CC. Personal Injury

Actual or alleged PERSONAL INJURY.

DD. Administration of an Employee Benefit Program

Actual or alleged act, error, or omission in the ADMINISTRATION of any EMPLOYEE BENEFIT PROGRAM, or any plan subject to the Employee Retirement Income Security Act of 1974 (as amended), or any similar federal, state, or local law.

Section V – Limits of Liability

A. Each Claim Limit

The Each Claim Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all CLAIM EXPENSES and DAMAGES for each CLAIM first made against the MEMBER and reported to the COMPANY under this policy.

B. Aggregate Limit

The Aggregate Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all CLAIM EXPENSES and DAMAGES for all CLAIMS first made against the MEMBER and reported to the COMPANY under this policy.

C. Deductible

The MEMBER will pay to the COMPANY all CLAIM EXPENSES and DAMAGES up to the Deductible amount identified in the Declarations. A single Deductible shall apply to each CLAIM first made against the MEMBER and reported to the COMPANY under this policy. A single Deductible shall apply to a CLAIM arising from the same or INTERRELATED WRONGFUL ACTS. The Each Claim and Aggregate Limits of Liability shall be reduced by the amount of the Deductible and the Deductible is part of, and not in addition to, the Limits of Liability.

The Deductible amount shall be paid by the MEMBER within thirty (30) days of a written demand by the COMPANY.

D. Eroding Limits

CLAIM EXPENSES are part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations. Any payment by the COMPANY of CLAIM EXPENSES shall reduce the applicable Limit of Liability and may exhaust the Limits of Liability.

E. Anti-Stacking

It is the COMPANY's intent that one Each Claim Limit of Liability in one policy apply to a CLAIM, regardless of the number of policies or coverages issued to YOU under the Board and Executive Liability Coverage Policy or any other policies issued by the COMPANY. Subject to Paragraphs A., B., D., and E. in this Section, if two or more policies or coverages issued to YOU under the Board and Executive Liability Coverage Policy apply to a CLAIM, the maximum available Limit of Liability under all such policies and/or coverages shall not exceed the single highest applicable Each Claim Limit of Liability under any one such policy.

Section VI – Duties in the Event of a Claim

A. Reporting of Claims:

1. If the MEMBER:
 - a. receives written or oral notice from any party that it is that party's intention to hold the MEMBER responsible for a WRONGFUL ACT; or
 - b. becomes aware of any circumstances which subsequently may give rise to a CLAIM against the MEMBER for a WRONGFUL ACT; then
 - c. the MEMBER shall promptly provide the COMPANY with written notice thereof.
2. As a condition precedent to coverage under this policy, the MEMBER shall promptly provide the COMPANY with written notice of any CLAIM.

B. Written notice to the COMPANY shall be submitted in accordance with one of the following:

1. Completion of the Incident Report Form; or
2. A written notice which shall contain the following information:

- a. A description of the actual or alleged WRONGFUL ACT or circumstances which are the subject of a potential CLAIM;
- b. The date(s) of such WRONGFUL ACT or circumstances;
- c. A description of any injury or damage resulting from such WRONGFUL ACT or circumstances;
- d. The identities and address of any potential claimant(s), witnesses, and MEMBERS with information concerning such WRONGFUL ACT or circumstances;
- e. The location(s) relevant to such WRONGFUL ACT or circumstances;
- f. The circumstances by which the MEMBER first became aware of the WRONGFUL ACT or circumstances; and
- g. The date MEMBER first became aware of the WRONGFUL ACT or circumstances.

The written notice under Paragraph 1. or 2., above, shall be submitted as follows:

- a. To the COMPANY by electronic mail at: newclaims@insurancefornonprofits.org; or
- b. To the COMPANY by the MEMBER's broker, as identified in the Declarations to this policy.

C. Assistance and Cooperation

1. The MEMBER shall cooperate with the COMPANY in the investigation, defense, and settlement of a WRONGFUL ACT or CLAIM. Upon the COMPANY's request, the MEMBER shall promptly:
 - a. provide to the COMPANY copies of documents and such other things held by or available to the MEMBER that relate to any CLAIM or WRONGFUL ACT giving rise to such CLAIM, and any necessary authorizations;
 - b. provide the COMPANY with a written statement(s);
 - c. meet with COMPANY representatives for the purpose of investigation, defense, or settlement;
 - d. submit to examination and interview by a representative of the COMPANY, under oath if required;
 - e. attend hearings, depositions, and trials;
 - f. assist in effecting settlement; and
 - g. assist in securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits and other proceedings.
2. The MEMBER shall cooperate with the COMPANY and take all necessary action to secure and effect any rights the MEMBER may have against any person or organization including, without limitation, rights of indemnity, contribution, subrogation, or apportionment.

D. Voluntary Payments and Admissions of Liability

A MEMBER shall not, except at the MEMBER's own cost, make any payment, admit any liability for or settle any WRONGFUL ACT(s) or CLAIMS, assume any obligation, or incur CLAIM EXPENSES without the COMPANY's prior written consent. The COMPANY shall not be liable for any CLAIM EXPENSES or DAMAGES to which WE did not consent in writing prior to a MEMBER incurring such CLAIM EXPENSES or paying or agreeing to pay any such DAMAGES.

Section VII – Interrelated Wrongful Acts

- A. CLAIMS alleging, based upon, arising out of, or attributable to the same WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS shall be treated as a single CLAIM regardless of whether brought by one or more claimants or made against one or more than one MEMBER.
- B. All such CLAIMS, whenever made, shall be considered first made during the POLICY PERIOD, in which the earliest CLAIM arising out of such WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS was first made, and shall be subject to the Limit of Liability and Deductible set forth in such policy.
- C. All CLAIMS arising from, based upon, or attributable to the same WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS shall be deemed to be a single CLAIM first made on the earliest date that:
 - 1. any of such CLAIMS was first made, even if this date is before the POLICY PERIOD;
 - 2. notice of such CLAIM was provided to the COMPANY in accordance with Section VI – Duties in the Event of a Claim; or
 - 3. notice of such WRONGFUL ACT or any INTERRELATED WRONGFUL ACTS was given under any prior liability insurance policy or policies issued by an insurer other than the COMPANY.

Section VIII – General Conditions

A. Action Against Us

No action shall lie against US unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the MEMBER's obligation to pay shall have been finally determined either by judgment against the MEMBER after actual trial or by written agreement of the MEMBER, the claimant or claimants, and US.

B. Arbitration

YOU and the COMPANY issuing this policy agree that any dispute which arises, in whole or in part, from the application or interpretation of this policy, including any endorsements herein and seeks (a) monetary damages in excess of \$100,000 or more, or (b) injunctive relief, shall be resolved through mandatory and binding arbitration.

This arbitration provision shall be broadly applied and construed to the fullest extent allowed by law. The MEMBER, including all of MEMBER's affiliates, officers, employees, owners, shareholders, MEMBERS, partners, alter egos, successors, assignees or alleged assignees and persons related to MEMBER, are and shall be bound to arbitrate any claim arising under or relating to this policy.

The binding arbitration will proceed according to the following:

- 1. The arbitration shall be heard by a panel of three (3) arbitrators. One arbitrator will be selected by the plaintiff/claimant, and another shall be appointed by the defendant/respondent. Each party will select

its arbitrator within twenty (20) days of receipt of the demand for arbitration. The third presiding arbitrator shall be appointed by agreement of the two party-appointed arbitrators within fourteen (14) days of the appointment of the second arbitrator or, in default of such agreement, by the American Arbitration Association ("AAA");

2. Any arbitration shall take place in Sacramento, California, or such other location as the parties may agree to, and California law shall govern all issues;
3. Any arbitration shall be commenced and conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA, unless modified by this Agreement;
4. Nothing in this provision shall require arbitration before the AAA. The parties to any such arbitration may choose and agree to arbitrate before any impartial and neutral arbitrators, however, if the party-appointed arbitrators are unable to agree on a third presiding arbitrator, the arbitration shall be held before the AAA;
5. Nothing in this provision shall bar or prohibit the parties from utilizing other alternative, non-court dispute resolution procedures, such as private mediation;
6. The parties will share equally the cost of all filing fees, administrative costs, and the arbitrators' fees and compensation;
7. Any other fees, costs, or other expenses of the arbitration, including deposition and expert witness of a party, and expenses incurred to report evidentiary proceedings before the arbitrator(s), shall be awarded by the arbitrators to the prevailing party and shall become part of the arbitration award;
8. The arbitrators shall not have the authority to grant, and the parties hereby waive any right to seek any punitive, exemplary, or damages in excess of policy limits, or any other equivalent remedies, including without limitation such remedies with respect to claims of insurance bad faith, notwithstanding any other provision of law or arbitration rule; and,
9. The determination or award of the arbitrators shall be conclusive and binding on the parties, and there shall be no right of appeal therefrom.

C. Assignment

This policy and any and all rights hereunder are not assignable without OUR written consent.

D. Bankruptcy

Bankruptcy or insolvency of a MEMBER or of the estate of that MEMBER will not relieve US of OUR obligations under this policy.

E. Cancellation

1. The ORGANIZATION may cancel this policy by mailing or delivering to US ten (10) days advance written notice of cancellation.
2. WE may cancel this policy by mailing or delivering to the ORGANIZATION written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if WE cancel for non-payment of premium; or
 - b. thirty (30) days before the effective date of cancellation if WE cancel for any other reason.
3. WE will mail or deliver the notice of cancellation to the ORGANIZATION's last mailing address shown in the Declarations.
4. Notice of Cancellation will state the effective date of cancellation. The coverage under this policy will end on the date specified in the Notice of Cancellation.
5. If this policy is canceled, WE will send the ORGANIZATION any premium refund determined on a pro rata basis. 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 of Cancellation.

F. Changes

The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy.

G. Conformance to Statute

Any terms or conditions of this policy which are in conflict with any statute are hereby amended to conform to such statute.

H. Jurisdiction

This policy and each of its provisions, to the extent permitted by applicable law, shall be construed in accordance with the law of California.

I. Non-renewal

If WE decide not to renew this policy, WE will mail or deliver to the ORGANIZATION written notice of the non-renewal to the ORGANIZATION's last mailing address shown in the Declarations. If notice is mailed, proof of mailing will be sufficient proof of notice.

J. Notice and Authority

It is agreed that the ORGANIZATION shall act on behalf of each MEMBER and all persons extended coverage under this policy with respect to:

1. the giving and receiving of any return premiums that may become due under this policy; and
2. the receipt and acceptance of any endorsements amending all or a part of this policy.

K. Other Insurance

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When the insurance extended by this policy is primary and a MEMBER has other insurance which is stated to be applicable to the loss on an excess or contingent basis only, the amount of OUR liability under this policy shall not be reduced by the existence of such other insurance.
2. When both this policy and other insurance apply to the loss on the same basis, whether primary, excess, or contingent, WE shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below.
 - a. Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, WE shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurer or insurers then continue to contribute equal shares of the remaining amount of the loss until each has paid its limit in full or the full amount of the loss is paid.
 - b. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, WE shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
3. Subject to Section V - Limits of Liability, Paragraph E., Anti-Stacking, no coverage shall be afforded by this policy if coverage for a CLAIM is afforded under any other policy issued by US to the ORGANIZATION or to any MEMBER against whom the CLAIM is asserted, regardless of whether the CLAIM is brought by one or more claimants or made against one or more than one MEMBER. WE shall, at OUR discretion, identify the policy or coverage to which coverage for the submitted CLAIM applies.

L. Representations

YOU have represented that the representations and statements contained in the application for this policy are true and are the basis of which this policy has been issued. The representations and statements in the application for this policy are to be considered as incorporated in and constituting part of this policy. WE have relied on the representations and statements contained in the application for insurance in issuing this policy and would not have issued this policy but for the representations and statements contained within the application.

M. Separation of Members

Except with respect to the Limits of Insurance, the information contained in the application for this policy and any right or duty specifically assigned to the ORGANIZATION, this insurance applies:

1. as if each MEMBER were the only MEMBER to which this policy applies;
2. separately for each MEMBER against whom a CLAIM is made; and
3. no fact pertaining to knowledge possessed by a MEMBER shall be imputed to any other MEMBER to determine if coverage for the CLAIM is available.

N. Territory

Coverage shall extend to any WRONGFUL ACT of a MEMBER committed anywhere in the world, but only if that MEMBER's responsibility to pay DAMAGES is determined in a suit on the merits which is determined within the United States of America.

O. Transfer of Rights of Recovery against Others to Us

If any MEMBER has rights to recover all or part of any payment or payments WE have made under this policy from any other person or entity, those rights are transferred to US. The MEMBER shall execute all documents required to effect that transfer and shall do everything that may be necessary for US to secure such rights including the execution of such documents necessary to enable US to bring suit in the name of the MEMBER. Upon OUR request, the MEMBER will do all things reasonably necessary to assist US in enforcing those rights.

P. Singular and Plural Words

Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

Q. Liberalization

If WE revise this coverage form or its endorsements during this POLICY PERIOD to provide more coverage without an additional premium charge, YOUR policy will automatically provide the additional coverage as of the day the revision is effective.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED DEFENSE COSTS – CALIFORNIA LABOR CODE SECTION 132a

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
Fiduciary
Directors & Officers

Section IV – Exclusions is modified by the addition of the following:

This insurance does not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to:

Liability for payment, other than CLAIM EXPENSES, of any CLAIM seeking remedies under California Labor Code Section 132a; however, as afforded under this provision, coverage for CLAIM EXPENSES is subject to an annual aggregate limit of \$50,000 and a deductible of either \$5,000 or the amount stated in item 3. of the Declarations of the policy to which this endorsement is attached, whichever is greater.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE AND EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
Fiduciary
Directors & Officers
EPLI

Section III – Definition H. DAMAGES, is hereby amended to include punitive or exemplary damages, if and to the extent such damages are insurable under the law of the most favorable jurisdiction having a substantial relationship to the MEMBER or to the CLAIM giving rise to such damages.

Section IV – Exclusion Y. Matters Deemed Uninsurable is replaced by the following:

- Y. Fines, penalties, sanctions, the multiplied portion of multiplied DAMAGES, taxes, insurance plan benefits, accommodation costs, future wages, non-pecuniary relief, or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COSTS OUTSIDE LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM

Fiduciary

Directors & Officers

EPLI

The sentence "CLAIM EXPENSES REDUCE THE LIMITS OF LIABILITY" in the introductory paragraph is hereby deleted.

Section I – Insuring Agreement, Paragraph B. Defense and Paragraph C. Investigation and Settlement are hereby deleted in their entirety and replaced with the following:

B. Defense

The COMPANY shall have the right and duty to defend any CLAIM against the MEMBER to which this policy applies, even if the allegations of the CLAIM are groundless, false, or fraudulent. To the extent permissible under applicable law, the COMPANY has the right to appoint counsel and control the defense to any CLAIM to which this policy applies. The COMPANY's duty to defend ends upon exhaustion of the applicable Limit of Liability by the payment of DAMAGES. All such payments shall be subject to the Deductible, if applicable.

C. Investigation and Settlement

The COMPANY shall have the right to make any investigation, negotiation, or settlement of a covered CLAIM or WRONGFUL ACT reported under Section VI – Duties in the Event of a Claim that it deems appropriate. The COMPANY will pay all CLAIM EXPENSES incurred by the COMPANY and/or by the MEMBER with the COMPANY's written consent in connection with any such investigation. All such payments shall be subject to the Deductible, if applicable.

Section I – Insuring Agreement is amended to include Paragraph D. Claim Expenses, which states:

D. Claim Expenses

In consideration of additional premium charged, CLAIM EXPENSES are in addition to the applicable Limit of Liability specified in Item 3. of the Declarations of this policy. The payment and/or incurrence of CLAIM EXPENSES by the COMPANY or by the MEMBER with the COMPANY's written consent will not reduce the Limit of Insurance. All such payments shall be subject to the Deductible, if applicable.

Section V – Limits of Liability, Paragraph A. Each Claim Limit and Paragraph B. Aggregate Limit are hereby deleted in their entirety and replaced with the following:

A. Each Claim Limit

The Each Claim Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all DAMAGES for each CLAIM first made against the MEMBER and reported to the COMPANY under this policy.

B. Aggregate Limit

The Aggregate Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all DAMAGES for all CLAIMS first made against the MEMBER and reported to the COMPANY under this policy.

Section V – Limits of Liability, Paragraph D. Eroding Limits is deleted in its entirety.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT - EXCLUSION

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM

Fiduciary

Directors & Officers

EPLI

This policy shall not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to:

1. Unauthorized access to or use of any COMPUTER OR COMPUTER SYSTEM;
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any COMPUTER OR 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 or 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 OR COMPUTER SYSTEM, or otherwise disrupts the normal functioning or operation of a COMPUTER OR COMPUTER SYSTEM; or
4. Publication, in any manner, of material which is caused, directly or indirectly, by the unauthorized access to or use of any COMPUTER OR COMPUTER SYSTEM.

For purposes of this endorsement, COMPUTER OR COMPUTER SYSTEM is defined to mean: "an individual device or set of integrated devices that input, output, process and store data and information utilizing programmable electronic products designed to accept data, perform prescribed operations and display the results of those operations, including but not limited to mainframes, desktop and laptop computers, tablets and smart phones."

All other terms and conditions of the policy to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER HAZARD LIABILITY EXCLUSION – FOSTER PERSON(S)

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
DIRECTORS AND OFFICERS LIABILITY POLICY

It is agreed that any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to a DEPENDENT FOSTER PERSON's use, intentional or otherwise, of a BODY OF WATER that is maintained, controlled, and/or located on or abutting property owned, leased, controlled, or occupied by the DEPENDENT FOSTER PERSON's resource family or foster parent(s) is excluded from coverage under the Board and Executive Liability Coverage Form Directors and Officers Liability Policy to which this endorsement is attached. Additionally, this exclusion extends to DAMAGES alleged by a DEPENDENT FOSTER PERSON arising out of the ownership, maintenance or control of diving boards, platforms, slides, or ladders used for ingress or egress of a BODY OF WATER that is maintained, controlled, and/or located on or abutting property owned, leased, or occupied by the DEPENDENT FOSTER PERSON's resource family or foster parent(s).

For the purposes of the endorsement, DEPENDENT FOSTER PERSON shall mean a dependent child or youth, regardless of age, who is separated from their biological parent(s) pursuant to the Welfare and Institutions Code, or similar code, or judicial mandate.

For the purposes of the endorsement, BODY OF WATER shall mean a swimming pool, lap pool, wading pool, hot tub, spa, jacuzzi, fountain, pond, river, creek, lake, ocean, or any other collection of water.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HABITABILITY - EXCLUSION

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
DIRECTORS AND OFFICERS LIABILITY POLICY

This insurance does not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to any of the following:

- (a) Civil Codes;
- (b) Health and Safety Codes;
- (c) Any Housing and Urban Development laws, ordinances or statutes;
- (d) Rent stabilization laws and ordinances;
- (e) Federal, state or local section 8 (government subsidized) programs;
- (f) Any administrative rules or regulations, including but not limited to those promulgated by local municipalities;
- (g) Federal, state or local "habitability" standards;
- (h) Common law;
- (i) Statutory law;
- (j) Alleged or actual failure to maintain any premises, site or location in, or restore any premises, site or location to, a safe, sanitary, healthy, habitable and/or tenantable condition; and,
- (k) Actual or constructive wrongful eviction arising from (a) through (j) above.

WE shall have no duty to defend or indemnify any CLAIM arising out of any one or more of (a)-(k) above or arising out of DISCRIMINATION.

This exclusion applies even if negligence or other wrongdoing is alleged in the supervision, hiring, employment, training, investigation, reporting to authorities, or monitoring of other(s) by an insured if the negligence or other wrongdoing which caused, in whole or in part, the DAMAGES being alleged, arise from any one or more of (a)-(k) above or from DISCRIMINATION.

This insurance does not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to DISCRIMINATION.

For the purposes of this endorsement, HABITABILITY means safe living environment and/or fit for occupancy by human beings in a sanitary, healthy, habitable, and tenantable condition.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:

 - (1)** Agrees in writing to:

 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:

 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

LIQUOR 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 – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. 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 "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" 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.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "injury" only if:

- (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) 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 "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Injury" 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 "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

- d. "Injury" 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 "injury" or claim:

- (1) Reports all, or any part, of the "injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
- (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" 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. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. 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".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees 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.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"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.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds.
- 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 "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" is an insured for:
 - (1) "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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above.
 - (2) "Property damage" to property:
 - (a) Owned or occupied by; or
 - (b) Rented or loaned;

to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
 - b. 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.
 - c. 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; and
 - b. Coverage does not apply to "injury" that occurred 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 Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
 3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to 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 – LIQUOR 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 Injury, Claim Or Suit

- a.** You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
 - (1)** How, when and where the "injury" took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any "injury".
- 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" 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 this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

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 **b.** below.

b. 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. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 2. "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" 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" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
- (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;

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.

- 3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
- 6. "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".
- 7. "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.
- 8. "Suit" means a civil proceeding in which damages because of "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.
- 9. "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.

10. "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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CLUB MEMBERS

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 any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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 arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

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. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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.

ADDITIONAL INSURED – CHARITABLE INSTITUTIONS

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:

1. Your members but only with respect to their liability for your activities or activities they perform on your behalf; and
2. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) 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 your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" 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 Paragraphs 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 other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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 – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT 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. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"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.

C. 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.

SILICA OR SILICA-RELATED DUST 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:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:

Any Premises and Operations of the Named Insured.

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

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAMPOLINE BOUNCE HOUSE - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury” arising out of the use of trampolines or other rebounding equipment, or inflatable amusement or sports devices, including but not limited to: inflatable slides, bounce houses, moon walks, inflatable wrestling or combatant suits.

This exclusion applies unless coverage for a trampoline, bounce house, rebounding equipment, or inflatable amusement or sports device is scheduled on the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The insurance provided by this policy affords NO COVERAGE with respect to any claim, suit or cause of action which arises from, or is in any way related to liability arising out of:

- A. Any form of improper sexual conduct, including but not limited to any actual, alleged, attempted, proposed or threatened sexual abuse, sexual molestation, sexual harassment, sexual assault, sexual battery, sexual exploitation, erotic physical contact or sexual injury by anyone to any person;
- B. Any form of physical abuse, including but not limited to assault, including assault with a deadly weapon or with force likely to produce bodily harm, battery or unreasonable physical restraint or constraint by anyone to any person. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property;
- C. The employment, investigation, supervision or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (A) or (B) above;
- D. The failure to report an incident of any form of improper sexual conduct or physical abuse to the proper authorities, or the withholding of pertinent information concerning the same from such authorities; or
- E. The failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of improper sexual conduct or physical abuse following any form of improper sexual conduct or physical abuse for which an insured could be legally liable.

This exclusion shall apply regardless of the legal form ANY claim or complaint may take, and shall apply to each and every cause of action and allegation contained in a claim or complaint, if ANY cause of action or allegation in that claim or complaint, in ANY manner, sets forth an allegation of ANY form of improper sexual conduct or physical abuse. For example, if a claim is made or a complaint is filed against an individual or entity referred to in paragraph A or B above, there is NO COVERAGE for ANY individual or entity under the policy, regardless of ANY other coverage provisions that might otherwise apply.

BINDING ARBITRATION CLAUSE

Notwithstanding any other term set forth herein, the parties hereby agree that any dispute which arises from the application of this exclusion shall be resolved through binding arbitration. The parties acknowledge that by agreeing to binding arbitration they are waiving the right to a jury trial. Binding arbitration shall take place in San Francisco, unless otherwise agreed upon and shall be conducted by a single neutral arbitrator selected by the American Arbitration Association, pursuant to its rules. The arbitrator shall apply the law of the state or the District where the policy to which this exclusion is attached, and is issued. The cost of the arbitration shall be shared equally by the participants.

COVERAGE AVAILABLE (OPTIONAL)

IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE

Coverage for improper sexual conduct and physical abuse liability may be purchased as an optional coverage. This optional improper sexual conduct and physical abuse liability coverage is provided only by the Improper Sexual Conduct and Physical Abuse Liability Coverage Form. Such coverage is provided only if it is shown in the Declarations page to this policy, the additional premium indicated has been paid, and the Improper Sexual Conduct and Physical Abuse Liability Coverage Form has been issued by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Vacant Building - Exclusion

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply, and no coverage is afforded, to claims or "suits" for damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of ownership, control, or lease of "vacant building(s)". However, losses from locations that are specifically classified as and scheduled on the policy as a vacant building(s) will be covered.

"Vacant Building" is any building that meets the following criteria:

- 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:
 - Rented to a lessee or sublessee and occupied by the lessee or sub-lessee; and/or
 - Used by the building owner to conduct customary operations.
- If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREWORKS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the use, handling, distribution or sale of fireworks or any similar explosive device or material, including but not limited to a cherry bomb, firecracker, flare, rocket, skyrocket, sparklers and/or squib.

We shall not be obligated to investigate on behalf of an "insured" or to defend or indemnify an "insured" or any person or entity claiming any right under the policy for the matters excluded in this endorsement. Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RIOT AND CIVIL UNREST - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

1. Riot, civil commotion, unlawful assembly or mob action; or
2. Any act or omission in connection with the prevention or suppression of a riot, civil commotion, unlawful assembly or mob action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLOOD TESTING - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any claim for damages arising out of:

1. Services in connection with the donating, drawing, or testing of blood, except for any evaluation, consultation or advice given by or on behalf of any insured in connection with such services;
2. Any error, omission, defect or deficiency in any such test performed;
3. The handling, transportation, distribution or storage of any blood product by any insured; or
4. The liability of any insured for the negligent hiring or supervision of any employee, volunteer, independent contractor, or agent of the insured with respect to any activities listed in 1. through 3. above.

If coverage is extended under the Coverage Form to which this endorsement is attached for liability arising out of the acts, errors or omissions of a phlebotomist, this exclusion will not apply to the damages arising out of that liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any claim, "suit" or cause of action for damages due to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising or contributed, in whole or in part, by the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of or presence of asbestos or asbestos containing materials.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of asbestos or asbestos-containing materials; or
 - b. Claim or suit by or on behalf of a governmental agency or entity 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 asbestos or asbestos containing materials.

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - FOOD CONTRIBUTIONS OR CLIENT REFERRALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization as required under a written contract or agreement currently in effect, or becoming effective during the term of this policy

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROPERTY DAMAGE TO PERSONAL PROPERTY IN THE CARE, CUSTODY OR
CONTROL OF THE INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the following is added to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Number 2. Exclusions., Letter j. "Property damage" to: Item (4):

- (a) This exclusion applies to "property damage" to personal property in the care, custody or control of the insured when the personal property is valued greater than \$25,000. This is excess over any other valid collectible insurance.
- (b) Defense costs arising from "property damage" to personal property in the care, custody or control of the insured are limited to \$25,000 per claim or suit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE PERSONAL AUTO REIMBURSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

We agree to pay the lesser of the personal auto insurance comprehensive deductible, or the actual cost of repair in the absence of personal auto insurance comprehensive coverage, up to \$1,000 to an employee or volunteer of the Insured if the personal auto of the employee or volunteer is damaged by a client of the Insured. The most we will pay during a policy term is limited to \$3,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD AND FUNGUS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that this policy does not apply to any claim, suit or cause of action for "damages" due to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or contributed to by mold, fungus or "microbial contamination";
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold, fungus or "microbial contamination"; or
 - b. Claim or suit by or on behalf of a governmental agency or entity 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 mold, fungus or "microbial contamination."We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or suit excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or suit excluded under any provisions set forth above.

"Microbial contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD AND FUNGUS - EXCLUSION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

It is agreed that this policy does not apply to any claim, suit or cause of action for "damages" due to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or contributed to by mold, fungus or "microbial contamination";
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold, fungus or "microbial contamination"; or
 - b. Claim or suit by or on behalf of a governmental agency or entity 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 mold, fungus or "microbial contamination."We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or suit excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or suit excluded under any provisions set forth above.

"Microbial contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELOPEMENT – EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The insurance provided by this policy affords NO COVERAGE with respect to any claim, suit or cause of action which arises from, or is in any way related to liability arising out of:

- A. the actual, alleged, or threatened “elopement” of any person while in the care, custody, or control of any “insured”;
- B. the negligent:
 - 1. employment;
 - 2. investigation;
 - 3. supervision;
 - 4. training;
 - 5. reporting, failing to report, or delaying the report to the proper authorities; or
 - 6. retention;of a person for whom any “insured” is or ever was legally responsible;
- C. the failure to properly construct, create, design, configure, or maintain a safe and secure premises;
- D. the failure to utilize, install, monitor, or maintain any type of alarm, including, but not limited to, bed alarms, building alarms, or perimeter alarms;
- E. the failure to properly assess the risk of “elopement” of any person in the care, custody, or control of any “insured”;
- F. the failure to properly monitor or supervise any person in the care, custody, or control of any “insured”;
- G. the failure to provide adequate or appropriate security; or
- H. any error or omission in assuming the responsibility to provide care, custody, or control of a person.

For the purposes of this endorsement, the following terms shall mean:

“Elopement” means the intentional or accidental leaving, wandering off, exiting, or otherwise escaping by a person in the “insured’s” care, custody, or control without the knowledge and assistance of an “insured.”

This exclusion shall apply regardless of the legal form any claim or complaint may take, and shall apply to each and every cause of action and allegation contained in a claim or complaint, if any cause of action or allegation in that claim or complaint, in any manner, sets forth an allegation of any form of “elopement”.

All other terms, conditions, exclusions, and endorsements in the Commercial General Liability Coverage

Form remain unchanged.

This endorsement is null and void if the "Elopement Sublimit" is also attached to the Commercial General Liability Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section II – Who Is An Insured is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) 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 your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" 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 Paragraphs **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 byyou, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARDS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARDS - EXCLUSION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIOLATION OF LAWS REGULATING BIOMETRIC INFORMATION - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following exclusion is added to **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**, Subsection 2 – Exclusions:

2. Exclusions

This insurance does not apply to:

Violation of Laws Regulating Biometric Information

“Bodily injury” or “property damage” arising directly or indirectly out of any action or omission that violates or is alleged to violate any constitutional protection or foreign, federal, state, or local statutory law or regulation that governs the access to or collection, storage, destruction, dissemination, protection, transfer, processing, purchase, use, sale, lease, or trade of “biometric information.”

- B. The following exclusion is added to **Section I – Coverages, Coverage B – Personal And Advertising Injury Liability**, Subsection 2 – Exclusions:

2. Exclusions

This insurance does not apply to:

Violation of Laws Regulating Biometric Information

“Personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate any constitutional protection or foreign, federal, state, or local statutory law or regulation that governs the access to or collection, storage, destruction, dissemination, protection, transfer, processing, purchase, use, sale, lease, or trade of “biometric information.”

- C. The following definition is added to **Section V – DEFINITIONS**:

“Biometric information” means any unique physical, physiological, biological, or behavioral pattern or characteristic of an individual including, but not limited to, fingerprints, handprints, retina or iris scans, face scans or images, vein patterns, and voice recordings.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPIOID – EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The insurance provided by this policy affords NO COVERAGE with respect to any claim, suit or cause of action which arises from, or is in any way related to liability arising out of:

1. Any actual or alleged use, abuse, misuse, illicit use, illegitimate use, or overuse of an OPIOID;
2. Any OPIOID-related overdose;
3. Addiction to, or any compulsory, physical or psychological, or persistent compulsive use of, OPIOID(s);
4. Diversion of OPIOID(s);
5. Any actual or alleged violation of any federal, state, local, or foreign act, statute, law, rule, ordinance, or regulation related to OPIOID(s), including, but not limited to, the Controlled Substances Act, 21 U.S.C. § 801, *et seq*;
6. Manufacturing, distribution, sale, resale, marketing, design, prescription, processing, production, research, or development of any OPIOID;
7. Any actual or alleged failure or inadequacy of any controls, practices, policies, or procedures, whether or not required by law, to identify, supervise, monitor, prevent, or report conduct or behavior related to the use, abuse, misuse, illicit use, illegitimate use, overuse, overdose, addiction to, distribution, or diversion of an OPIOID;
8. Failure to warn or inadequacy of any warning related to the properties of any OPIOID; or
9. Any person's actual or alleged participation in, encouragement of, contribution to, or failure to identify, supervise, monitor, prevent, or report the conduct or behavior identified in Paragraphs 1 through 8, above.

For the purposes of this Endorsement, OPIOID means any controlled substance containing any opioid, opioid derivative, or opioid compound, whether natural, organic, synthetic, or semi-synthetic, whether or not scheduled under the Controlled Substances Act, 21 U.S.C. § 801, *et seq*, related federal regulations, or any similar federal, state, local, or foreign law. OPIOID includes, but is not limited to, codeine, fentanyl, morphine, heroin, opium, hydrocodone, hydromorphone, oxycontin, meperidine, methadone, oxycodone, oxymorphone, buprenorphine, tapentadol, or tramadol, as well as the drugs opium and heroin.

All other terms, conditions, and exclusions, and endorsements in the applicable coverage form remain unchanged.

This endorsement is null and void if the "Opioid Sublimit" is also attached to this Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERALIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to the conditions section:

If we revise this coverage form or its endorsements during this policy period to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERALIZATION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

If we revise this coverage form or its endorsements during this policy period to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTEER MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Part 2, Exclusions, of COVERAGE C MEDICAL PAYMENTS is hereby amended to read:

2. Exclusions

- a. To any insured, except a volunteer worker while acting at your direction and within the scope of their duties as a volunteer for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend.

A. SECTION II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. SECTION III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) 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.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) 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.
- (3) 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. Methods of Sharing

If all of the other insurance available to the additional insured(s) 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 other the other insurance available to the additional insured(s) 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FISCAL SPONSOR LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an Insured’s status as a “fiscal sponsor” until:

- a. The first Named Insured enters into a “fiscal sponsor agreement” arising out of or in connection with the First Named Insured’s status as a “fiscal sponsor” for that person, entity or organization; and
- b. The first Named Insured provides any underwriting information and pays any additional premium required by us.

This insurance does not apply to “bodily injury” or “property damage” that occurs before the first Named Insured enters into the “fiscal sponsor agreement” which is subject of the claim, loss, damage or expense or because of an offense that constitutes “personal and advertising injury” that is committed before the first Named Insured enters into the “fiscal sponsor agreement” which is the subject of the claim, loss, damage or expense.

If there is other insurance available to any party pursuant to a “fiscal sponsor agreement” for “bodily injury,” “property damage,” or “personal and advertising injury” which are covered by this endorsement, including but not limited to a duty to defend the first Named Insured by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

“Fiscal sponsor” is defined to mean the first Named Insured’s status as the entity or organization which offers its legal and tax-exempt status to another person, entity or organization pursuant to a “fiscal sponsor agreement”; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs.

“Fiscal sponsor agreement” is defined as a written contract or agreement by the first Named Insured with a person, entity and/or organization in which the first Named Insured agrees to serve as a “fiscal sponsor” for such person, entity or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNDRAISER AND EVENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance applies to those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of a "fundraiser" or "event". Except for a "fundraiser" or "event" that is specifically scheduled on the policy, this insurance does not apply to liability arising out of a "fundraiser" or "event" which involves, directly or indirectly, any of the following:

- Any "fundraiser" or "event" with more than 500 people present at any one time
- Animals (including, but not limited to, animals involved in rodeos, petting zoos, animal exhibitions)
- Athletic activities or contests, not including golf or bowling
- Carnivals, circuses, fairs, festivals, parades
- Powered Rides or Amusement attractions (including, but not limited to, climbing walls, slides, mechanical bulls, bungee jumps)
- Firearms or weapons
- Water events (including, but not limited to, activities involving swimming pools, lakes, rivers or other bodies of water)
- Trampolines, bounce houses, rebounding equipment, inflatable amusement or sports devices, moon walks, or inflatable wrestling or combatant suits.

"Fundraiser" is any event sponsored or co-sponsored by "you" with the primary purpose of raising monetary contributions.

"Event" is any activity sponsored or co-sponsored by "you" apart from your regular scope of operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – COVERAGE C

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Condition 4. Other Insurance is revised as follows. The first paragraph is deleted in its entirety and is replaced with:

“If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A, B, or C** of this Coverage Part, our obligations are limited as follows:”

Additionally, Part b. Excess Insurance is revised to include paragraph (1) as follows: “(a) (v) Volunteer and Participant Accident Insurance.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MENTAL ANGUISH ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION V – DEFINITIONS, Paragraph 3 is replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any and all "professional services".

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an act, error, or omission committed in the performance of "professional services" by you or by any other person for whose act, error, or omission you are legally responsible.

With respect to "professional services", this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:

1. The rendering of or failure to render:
 - a. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

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 where the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2., or 3.

"Professional services" is defined to mean conduct arising out of a vocation, calling, occupation or employment involving specialized knowledge, labor or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual including but not limited to an acupuncturist, adoption services employee, aide, assisted-living provider, childcare worker, chiropractor, CNA, counselor, daycare provider, educator, home health aide, instructor, LPN, physician, mentor, nurse assistant, medical provider, health care provider, attorney, accountant, engineer, land surveyor, architect, scientist, construction manager, technical consultant, nutritionist, optician, phlebotomist, psychiatrist, psychologist, RN, resident home care provider and supervisors, social worker, teacher, therapist, tutor or veterinarian.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONPROFITS OWN ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. SCHEDULE OF ADDITIONAL COVERAGES, BENEFITS AND LIMITS

The following is a summary of additional coverages and limits provided by this endorsement. If two or more Additional Coverages identified within this endorsement apply to a claim, loss and/or suit, the Additional Coverage with the greatest limit shall be the sole and only Additional Coverage provided by us applicable to the claim, loss and/or suit.

<u>Coverage</u>	<u>Limit</u>	<u>Page</u>
Abuse of Process	Included	2
Cyber Breach Management and Reward Expense	\$25,000	2
Cyber Extortion	\$50,000	2
Damage to Property of Others	\$5,000 Occurrence / \$25,000 Aggregate	2
Electronic Data and Protected Health Information	\$50,000	2
Executive Recruitment Expense	\$50,000	3
Identity Theft Expense	\$30,000	3
Kidnap Expense	\$50,000	3
Network Security Reimbursement	\$10,000	3
Newly Formed Entities - until end of policy period	N/A	4
Non-owned Watercraft (up to 75 feet)	N/A	4
Security Event Costs and Expenses	\$50,000	4
Subpoena Response Expense	\$10,000	4
Terrorism Travel Reimbursement	\$30,000	4
Unsatisfied Contributions	\$25,000	4
Workplace Violence / Crisis Incident / Outside Aggressor	\$100,000	5
<u>Benefit</u>	<u>Limit</u>	<u>Page</u>
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payments – Investigation or Defense	\$1,000 / per day	5

II. ADDITIONAL COVERAGES

Abuse of Process

Section V – Definitions, Paragraph 14.b. is replaced by the following:

- b. Malicious prosecution or abuse of process;

Cyber Breach Management and Reward Expenses

We will reimburse you for all reasonable costs and expenses you incur, with our prior written consent, for "Cyber breach management" due to a "Cyber security event", if that "Cyber security event" takes place during the policy period.

We will reimburse you for all reasonable costs and expenses you incur, with our prior written consent, for payment of a "reward".

Our maximum aggregate limit of liability for all "Cyber breach management" and "reward" costs and expenses covered by this policy shall be \$25,000.

Cyber Extortion

We will reimburse you for reasonable costs and expenses you incur, with our prior written consent, because of a threat or threats, during the policy period, that include an actual extortion demand related to your computer system.

Our maximum aggregate limit of liability for all costs and expenses due to extortion covered by this policy shall be \$50,000.

Damage to Property of Others

1. We will pay:
 - a. For damage to property of others when such damage is the result of an act committed by your "client" and the property damaged is owned by someone other than you or any of your "clients", employees or volunteers; or
 - b. Those sums for which you are legally obligated to pay for damage to property which is rented or occupied by you, 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, which is not the result of an act committed by your "client".
2. Our maximum limit for all damage to property of others and/or damage to property which is rented or occupied by you is \$5,000 for any one act, error or omission, or a series of related acts, errors or omissions, subject to an annual aggregate limit of \$25,000.
3. If two or more coverage parts, forms or policies written by us apply to a property damage claim, the coverage part, form, or policy provided by us with the highest limit applicable to that property damage shall be the sole coverage provided by us applicable to that property damage.
4. If other coverage not written by us applies to a claim for damage to property to which this endorsement applies, you agree:
 - a. to transfer to the extent of payment made pursuant to the coverage provided by this endorsement, any rights to that other coverage to us;
 - b. to do nothing to impair those rights or the transfer of those rights to us; and

- c. to cooperate with us in the pursuit and enforcement of those rights.

Any claim for property damage which arises out of an act, error or omission, or a series of related acts, errors or omissions which commences in one policy year and continues and/or results in additional property damage in a subsequent policy year, will be construed as though the property damage was sustained or incurred solely in the policy year in which the damage first commenced.

Electronic Data and Protected Health Information

We will pay those sums that the insured becomes legally obligated to pay as damages because of the loss of "Electronic data" or disclosure of "Protected health information". The loss of "Electronic data" must be caused by a negligent act, error or omission or a series of causally related negligent acts or errors or omissions which take place during the time that this policy is in effect.

All damages which arise out of an offense which constitutes a disclosure, loss or use of "Protected health information" or a series of continuous or interrelated disclosures, losses or uses of "Protected health information" will be considered as arising out of one disclosure, loss or use of "Protected health information" which shall be deemed to be an offense committed on the date of the first such disclosure, loss or use of "Protected health information" or violation of privacy rights through the disclosure, loss or use of "Protected health information", which disclosure, loss, use or violation must take place during the time that this policy is in effect.

The most we will pay for the sum of all damages and expenses under this policy because of "Loss of electronic data" and/or the disclosure, loss or use of "Protected health information" shall be an annual aggregate limit of \$50,000.

Executive Recruitment Expense

We will reimburse necessary and reasonable extra expense incurred to recruit a person to replace the Chief Executive Officer or Executive Director of the "Organization" if the Chief Executive Officer or the Executive Director dies by accident during the policy period. Such extra expense includes amounts paid by the "Organization" for advertising, travel reimbursement, legal costs and executive search firm consulting fees. This additional coverage is subject to an annual aggregate of \$50,000, which is the most we will pay for the sum of all recruitment expense claims under this policy.

Identity Theft Expense

We will reimburse any natural person who qualifies as a current "Member", for necessary and reasonable "Identity theft expense" due to an "Identity theft" first discovered by the "Member" during the policy period, reported to us within 60 days after discovery, and if the "Identity theft" occurred while the "Member" was acting within the scope of employment for the "Organization". This additional coverage is subject to an annual aggregate of \$30,000, which is the most we will pay for the sum of all "Identity theft expense" claims under this policy.

Kidnap Expense

We will reimburse necessary and reasonable expenses incurred by the "Organization" resulting directly from the kidnapping of a "Member" or a "Relative" during the policy period. This additional coverage is subject to an annual aggregate of \$50,000, which is the most we will pay for the sum of all kidnap expense claims under this policy.

Necessary and reasonable kidnap expenses include:

1. Fees and costs of independent negotiators;
2. Travel costs and accommodations incurred by a "Member" or a "Relative";

3. Salary paid by the "Organization" to a "Member" who is kidnapped, from the date of abduction to the earliest of:
 - a. Up to 30 days after release if the kidnapped "Member" has not yet returned to work;
 - b. Discovery of the kidnapped "Member's" death;
 - c. 120 days after the last credible evidence following abduction that the kidnapped "Member" is still alive; or
 - d. 60 months after the Member's" abduction.
4. Interest costs for any loan from a financial institution taken by the "Organization" to pay a ransom demand;
5. Reward money paid by the "Organization" to an informant, other than a "Member" or a "Relative," that leads to the arrest and conviction of parties responsible for loss under this additional coverage.

Network Security Reimbursement

We will reimburse you up to \$10,000 for reasonable costs and expenses you have incurred, with our prior written consent and subject to verification, for payment of an insurance deductible and/or self-insured retention for insurance issued to you as the named insured by an entity other than us, which insurance has been paid to you or on your behalf for a loss sustained during the time that this endorsement is in effect or a claim for damage sustained during the time that this endorsement is in effect, which loss or damage results from the unauthorized access to, disclosure from or interference with your computer system, including the failure by you to prevent such unauthorized access, disclosure or interference.

Newly Formed Entities

Section II – Who is an Insured, Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

Non-owned Watercraft

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2.g. Exclusions, Aircraft, Auto, or Watercraft Subparagraph (2) (a) is replaced by the following:

- (a) Less than 75 feet long; and

Security Event Costs and Expenses

We will reimburse you for reasonable costs and expenses you incur, with our prior written consent, for notification of a "Security event" to third parties in compliance with governmental or judicial requirements, or for credit protection services furnished to third parties whose private information may have been disclosed.

Our maximum aggregate limit of liability for all "Security event" costs and expenses covered by this policy shall be \$50,000.

Subpoena Response Expense

We will reimburse an Insured for expenses incurred in responding to a subpoena which the Insured first receives during the term of this policy and has reported in writing to us prior to the incurring of the expenses. The maximum amount reimbursable under this coverage, regardless of the number of subpoenas or number of insureds receiving subpoenas is \$10,000 per policy period.

Terrorism Travel Reimbursement

We will reimburse any current "Member" for necessary and reasonable "Extraordinary travel expense" incurred because of a "Certified Act of Terrorism" during the policy period. This additional coverage is subject to an annual aggregate of \$30,000, which is the most we will pay for the sum of all "Extraordinary travel expense" claims under this policy.

Unsatisfied Contributions

We will pay, with respect to an "Unsatisfied contribution", the unpaid balance of a prior written pledge to contribute, up to an annual aggregate amount of \$25,000 for all such claims.

This Additional Coverage does not apply to:

1. An "Unsatisfied contribution" from a donor who filed for, or who was in, bankruptcy before you received the donor's written pledge to contribute;
2. Any amount in excess of the fair market value of an "Unsatisfied contribution" of goods, services or property;
3. An "Unsatisfied contribution" where either the donor or you believed at the time of the written pledge that the donor would not be able to contribute the full amount pledged;
4. An "Unsatisfied contribution" arising out of a written pledge made prior to the policy period;
5. An "Unsatisfied contribution" first known to you after the policy period.

Workplace Violence / Crisis Incident / Outside Aggressor

We will pay with respect to a "Workplace violence incident", "Crisis incident", or "Outside aggressor incident" (collectively referred to herein as the incident) during the policy period and with our prior written consent the following:

1. all reasonable expenses you incur for psychological counseling of your "employee(s)" during the six months following the incident, subject to Exclusion 2.d of Section I, Coverage A within the Commercial General Liability Coverage Form to which this endorsement is attached regarding Workers' Compensation and similar laws;
2. reimbursement for the cost of the physical damage to or loss of use of personal property used in your business caused by the incident;
3. public relations consultant costs incurred by you within 90 days of the incident;
4. recruitment costs to replace your employee(s) who were physically present during the incident and are unable to continue working as a result of the incident where such costs are incurred within 90 days of the incident;
5. reimbursement of security costs or measures incurred by you within 30 days of the incident; and
6. reimbursement of funeral costs of up to \$10,000 per "employee" as a result of the incident.

Our maximum aggregate limit for all costs and expenses included within the Workplace violence / Crisis incident / Outside aggressor coverage shall be \$100,000 per policy period. This coverage shall not be applicable to any cost and/or expense which is covered by any other coverage issued by us to the Named Insured of the policy to which this endorsement is attached.

III. SUPPLEMENTARY PAYMENTS

Bail Bonds

Supplementary Payments – Coverages A and B, Paragraph 1. b. is replaced by the following:

- b. Up to \$5,000 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.

Investigation or Defense

Supplementary Payments – Coverages A and B, Paragraph 1. d. is replaced by the following:

- 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 \$1,000 a day because of time off from work.

IV. COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

For the purposes of the coverage provided by this endorsement the following Exclusion is added to Coverage B - Personal and Advertising Injury Liability:

2. Exclusions:

- q. Fines, Penalties and Damages

Fines, penalties, sanctions, punitive or exemplary damages, the multiplied portion of multiplied damages, non-pecuniary relief or any amount arising from matters deemed uninsurable under the law pursuant to which this policy shall be construed.

V. ADDITIONAL DEFINITIONS

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 or any extension or amendment of the Terrorism Risk Insurance Act of 2002 or any similar law.

"Client" means an individual or individuals enrolled or participating in a program, class, activity, and/or receiving services administered, managed, supervised or governed by you.

"Crisis incident" means a dangerous or unsafe event, such as the discharge of pollutants or politically inspired violence at your business premises or at an event sponsored by you, resulting in death or serious bodily injury to three or more persons, including a public announcement that a "Crisis incident" has occurred on your business premises or at an event sponsored by you.

"Cyber breach management" means hiring for a specified period of time following a "Cyber security event" such organizations as a law firm, an information security firm or a public relations firm, as well as preparation and placement of advertisements and public relations activities.

"Cyber security event" means:

1. An act, error or omission that results, during the policy period, in unauthorized access or unauthorized use of your computer system; or
2. Unauthorized or unexpected interference by anyone that restricts or prevents access, during the policy period, to a computer system by persons who are authorized to gain such access; or

3. Infection of your computer system, during the policy period, by corrupting or harmful computer code.

"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.

"Extraordinary travel expense" means necessary and reasonable hotel expense incurred within 48 hours of a "Certified Act of Terrorism" that caused a "Member's" commercial train trip or airline flight to be cancelled, as well as the increased amount necessarily and reasonably incurred by the "Member" due to rescheduling train or airline transportation that was cancelled as a result of a "Certified Act of Terrorism".

"Identity theft" means fraudulent use of the social security number or other method of identifying a current "Member", except the "Organization", and includes fraudulently using the personal identity of the "Member" to establish credit, secure loans, enter into contracts or commit crimes.

"Identity theft expense" means necessary and reasonable expense for:

1. Costs of re-filing applications for loans, grants or other credit instruments that are rejected solely as the result of an "Identity theft"; or
2. Costs of notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "Member's" efforts to report an "Identity Theft" or amend or rectify records with respect to the "Member's" true name or identity as a result of an "Identity theft".

"Loss of electronic data" means:

1. Damage to, loss of, loss of use of, corruption of, inability to access or inability to manipulate "electronic data", and
2. "Identity theft".

"Member" means the "Organization" and any natural person who was, is, or becomes duly elected a director or trustee, or duly elected or appointed officer, employee, committee member, volunteer, intern or student in training of the "Organization", solely in his or her capacities as such. "Member" also means the spouse of a director, trustee, officer, employee, committee member, volunteer, intern or student in training for a claim arising solely out of his or her status as the spouse of a member.

"Organization" means the entity(ies) designated as the Named Insured in the declarations.

"Outside aggressor event" means an attack at or adjacent to your business premises by a person or group or persons, not your employee or employees, actively engaged in killing, attempting to kill or causing serious physical injury to a person or group of persons.

"Protected health information" means any information, whether oral or recorded in any form or medium:

1. That relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual;
2. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify that individual; and
3. as defined within the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d-1320d-8 ("HIPAA") and other similar federal, state or local laws or statutes.

"Relative" means the spouse, parent, child (including a ward or foster child) or legally recognized domestic partner of a "Member".

"Reward" means the reasonable amount that you pay a person for information regarding a "security event" or threatened or actual extortion covered by this policy; provided that the information is not otherwise available and leads to the arrest and conviction of a person responsible for the "security event" or extortion.

"Security event" means:

1. An act, error or omission that results, during the policy period, in unauthorized access or unauthorized use of your computer system; or
2. Unauthorized or unexpected interference by anyone that restricts or prevents access, during the policy period, to a computer system by persons who are authorized to gain such access; or
3. Infection of your computer system, during the policy period, by corrupting or harmful computer code.

"Unsatisfied contribution" means a contribution of money, goods, services or property, pledged to you in writing, that is not honored because of the donor's bankruptcy, reorganization, unemployment or incapacitation where such bankruptcy, reorganization, unemployment or incapacitation prevents the donor from fulfilling its terms of the contribution.

"Workplace violence incident" means any intentional threat or act of deadly force, including stalking and/or actual or attempted suicide, occurring on your premises and resulting in "bodily injury" to your employee(s), to your guest(s), or to your business invitee(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD LIABILITY - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to:

1. "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, or in any way caused by or related to the actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead in any form from any source; or
2. any loss, expense, liability or other type of obligation arising out of or resulting from, or in any way related to any:
 - a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead in any form from any source, or to any
 - b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

We shall not be obligated to investigate on behalf of an "insured" or to defend or indemnify an "insured" or any person or entity claiming any right under the policy for the matters excluded in this endorsement. Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "insured" in:
 - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
 - b. Testing for a "communicable disease"; and/or
 - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
 - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

Optional Coverage Available

Liability coverage for damages for "bodily injury", "property damage" or "personal and advertising injury" arising out of a "communicable disease" may be purchased as an optional coverage. This optional coverage is provided only if an additional premium has been paid and the Communicable Disease Liability Coverage endorsement has been attached to the Commercial General Liability Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE - EXCLUSION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "insured" in:
 - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
 - b. Testing for a "communicable disease"; and/or
 - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
 - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of actual or alleged discrimination, whether intentional or unintentional, including but not limited to discrimination based upon a person’s race, color, national origin, ancestry, religion, sex and/or age, or any other protected class or characteristic under the law of the state or jurisdiction pursuant to which this policy shall be construed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising out of the:

1. Unauthorized access to or use of any "computer or computer system";
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any "computer or 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 or 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 or computer system", or otherwise disrupts the normal functioning or operation of a "computer or computer system"; or
4. Publication, in any manner, of material which is caused, directly or indirectly, by the unauthorized access to or use of any "computer or computer system".

For purposes of this endorsement "computer or computer system" is defined to mean: "an individual device or set of integrated devices that input, output, process and store data and information utilizing programmable electronic products designed to accept data, perform prescribed operations and display the results of those operations, including but not limited to mainframes, desktop and laptop computers, tablets and smart phones."

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING CONDITION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

10. a. **No coverage** shall be afforded by this policy to an “Insured”, other than the First Named Insured identified in the policy Declarations to which this endorsement is attached, if coverage for the claim or “suit” is afforded under any other policy issued by us to that other “Insured”.
- b. Subject to a. above, if coverage is afforded by this policy, which damages are also covered under any other coverage form within a policy issued by us, the aggregate maximum limit of insurance under all coverages within all policies issued by us applicable to the claim or “suit”, shall not exceed the highest applicable Limit of Insurance under any one coverage within any one policy. We shall, at our discretion identify the policy to which coverage for the submitted claim applies, and such policy shall be the sole and only policy written by us applicable to all such damages, regardless of the number of “Insureds”, claimants, claims or “suits”.

Condition 10. a. above **does not apply**:

1. To any “Insured”, with whom the First Named Insured has agreed to indemnify under a contract or agreement for damages arising out of “bodily injury”, “property damage”, and/or “personal and advertising injury” for the claim or “suit”.
2. To any coverage afforded within a policy issued by us to an “Insured” which specifically applies as excess insurance over the coverage included within the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DOG BITE LIABILITY SUBLIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that any covered claim or "suit" seeking "damages" for "bodily injury", "property damage", or "personal and advertising injury" arising out of a dog bite shall be subject to a liability limit of \$250,000 per occurrence and a \$250,000 aggregate per policy period. The limit of liability under this endorsement applies to any claim or "suit" against an "insured", or any other person or entity for whom an insured is legally responsible, caused by a dog bite and arising out of:

- a. the ownership, custody, control, and/or care of a dog by an insured or by any other person or entity for whom an insured is legally responsible;
- b. the negligent supervision of any person or animal that has contact with a dog;
- c. any liability statutorily imposed on any insured or any other person or entity for whom an insured is legally responsible with respect to a dog;
- d. the actual or alleged failure to report to the proper authorities the presence or status of a dog;
- e. the performance or failure to perform a behavioral evaluation on a dog;
- f. the assumption of liability in a contract or agreement with respect to a dog; and,
- g. the placement of a dog with a foster or adoption person, home or other entity.

It is further agreed that the limit of liability available to pay settlements or judgments will be reduced by our payment of "defense expenses." For the purposes of this endorsement, "defense expenses" means reasonable and necessary fees, costs, and expenses incurred by us that result directly from the investigation, defense, settlement and/or appeal of a specific claim or "suit."

This endorsement does not pertain to a claim or "suit" arising out of the ownership, supervision, custody, fostering, adoption, or investigation of the prior history of an "aggressive dog." Claims and "suits" arising out of the ownership, supervision, custody, fostering, adoption, or investigation of the prior history of an "aggressive dog" may be excluded under a separate endorsement.

An "aggressive dog" shall mean a dog that you or someone for whom you are legally responsible knew, prior to the incident that forms the basis of a submitted claim or "suit", was:

- 1. Responsible for inflicting "severe injury" on a human being or animal on public or private property;
- 2. Previously under investigation and deemed to be dangerous by animal control and/or local authorities; or,
- 3. Surrendered with a known history of biting resulting in "severe injury" or other violent behavior by the prior owner or governmental entity, notwithstanding any subsequent finding to the contrary by you, an insured, any other person for whom an insured is legally responsible, or by an animal behaviorist.

“Severe injury” means any physical injury that results in death, bleeding, muscle tears or disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER HAZARD LIABILITY EXCLUSION – FOSTER PERSON(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that any claim or “suit” seeking “damages” for “bodily injury”, “property damage”, or “personal and advertising injury” to a “foster child or youth” arising out of a “dependent foster person’s” use, intentional or otherwise, of a “body of water” that is maintained, controlled, and/or located on or abutting property owned, leased, controlled, or occupied by the resource family or foster parent(s) is excluded from coverage under the Commercial General Liability Coverage Form to which this endorsement is attached. Additionally, this exclusion extends to “damages” to a “dependent foster person” arising out of the ownership, maintenance or control of diving boards, platforms, slides, or ladders used for ingress or egress of a “body of water” that is maintained, controlled, and/or located on or abutting property owned, leased, or occupied by the “dependent foster person’s” resource family or foster parent(s).

For the purposes of the endorsement, “body of water” shall mean a swimming pool, lap pool, wading pool, hot tub, spa, jacuzzi, fountain, pond, river, creek, lake, ocean, or any other collection of water.

For the purposes of the endorsement, “dependent foster person” shall mean a dependent child or youth, regardless of age, who is separated from their biological parent(s) pursuant to the Welfare and Institutions Code, or similar code, or judicial mandate.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HABITABILITY - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed that **Section I – Coverage A – Bodily Injury and Property Damage Liability, Subsection 2. Exclusions** is amended by addition of the following exclusion at the end thereof:

r. Habitability of Premises:

This insurance does not apply to damages or expenses due to "bodily injury" or "property damage" arising directly or indirectly from any and all allegations related in any way to "habitability" or maintenance of premises, site or location, including but not limited to, claims or "suits" arising out of alleged or actual breach of the following:

- (a) Civil Codes;
- (b) Health and Safety Codes;
- (c) Any Housing and Urban Development laws, ordinances or statutes;
- (d) Rent stabilization laws and ordinances;
- (e) Federal, state or local section 8 (government subsidized) programs;
- (f) Any administrative rules or regulations, including but not limited to those promulgated by local municipalities;
- (g) Federal, state or local "habitability" standards;
- (h) Common law;
- (i) Statutory law;
- (j) Alleged or actual failure to maintain any premises, site or location in, or restore any premises, site or location to, a safe, sanitary, healthy, habitable and/or tenantable condition; and,
- (k) Actual or constructive wrongful eviction arising from (a) through (j) above.

This exclusion applies even if negligence or other wrongdoing is alleged in the supervision, hiring, employment, training, investigation, reporting to authorities, or monitoring of other(s) by an insured if the "occurrence" which caused, in whole or in part, the "bodily injury" or "property damage" arises from any one or more of (a)-(k) above.

We shall have no duty to defend or indemnity any claim or "suit" arising out of any one or more of (a)-(k) above.

It is hereby understood and agreed that **Section 1 – Coverage B – Personal and Advertising Injury, Subsection 2. Exclusions** is amended by addition of the following exclusion at the end thereof:

"This insurance does not apply to:"

q. Habitability of Premises:

This insurance does not apply to damages or expenses due to "personal and advertising injury" arising directly or indirectly from any and all allegations related in any way to "habitability" or maintenance of premises, site or location, including but not limited to, claims or "suits" arising out of alleged or actual

breach of the following:

- (a) Civil Codes;
- (b) Health and Safety Codes;
- (c) Any Housing and Urban Development laws, ordinances or statutes;
- (d) Rent stabilization laws and ordinances;
- (e) Federal, state or local section 8 (government subsidized) programs;
- (f) Any administrative rules or regulations, including but not limited to those promulgated by local municipalities;
- (g) Federal, state or local "habitability" standards;
- (h) Common law;
- (i) Statutory law;
- (j) Alleged or actual failure to maintain any premises, site or location in, or restore any premises, site or location to, a safe, sanitary, healthy, habitable and/or tenantable condition; and,
- (k) Actual or constructive wrongful eviction arising from (a) through (j) above.

This exclusion applies even if negligence or other wrongdoing is alleged in the supervision, hiring, employment, training, investigation, reporting to authorities, or monitoring of other(s) by an insured if the negligence or wrongdoing which caused, in whole or in part, the "personal and advertising injury" arises from any one or more of (a)-(k) above.

We shall have no duty to defend or indemnify any claim or "suit" arising out of any one or more of (a)-(k) above.

For the purposes of this endorsement "habitability" means safe living environment and/or fit for occupancy by human beings in a sanitary, healthy, habitable, and tenantable condition.

This endorsement is null and void if the "Habitability Sublimit" is also attached to the Commercial General Liability Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization	
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease, or agreement currently in effect, or becoming effective during the term of this policy
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability 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 premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
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 mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by 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. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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 shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations under written contract
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A named insured of the Nonprofits Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

A named insured of the Nonprofits Insurance Alliance of California (NIAC) must meet at least the following criteria:

1. is organized chiefly to provide or fund health or human services, but does not include a hospital;
2. is incorporated in California or qualified to do business in California and is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – FOOD CONTRIBUTIONS OR CLIENT REFERRALS

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf;
in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the “products-completed operations hazard” or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV –LIQUOR LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)’ own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) 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.
- (3) 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. Methods of Sharing

If all of the other insurance available to the additional insured(s) 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 other insurance available to the additional insured(s) 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.