

Your Great American Insurance Policy



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GreatAmericanInsuranceGroup.com

There are over **3,000** property and casualty insurance companies in the United States.

Only **50** are included on the Ward's 50 List for safety, consistency and performance.

Only **4** have been rated "A" or better by A.M. Best for over 100 years.

Only **2** are on both lists.

Great American Insurance Company is **1** of the two.

The numbers tell the story.



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LOSS CONTROL DATA GUIDE

Slips And Falls

Slips and falls cause thousands of accidents and serious injuries every year. A tragic number of cases end in permanent crippling or death! The dollar cost is tremendous.

No business or industry is free from the danger of slips and falls. The hazards exist everywhere—stores and factories, sidewalks and stairs, homes and playgrounds—everywhere!

A little extra care, a few cents for correction or materials, and **PROMPT ATTENTION** to unsafe floor surfaces will easily and quickly prevent most falls.

HERE’S WHAT TO DO—If the unsafe condition is due to:

1. **WETNESS.** Divert the water, ditch, drain or otherwise prevent it from getting on the walking surface in the first place. If it is impossible or impractical to dry the floor, use duck boards or similar devices to keep feet from contact with the wet surface; or cover the area with an abrasive (nonskid) coating.
2. **LEAKS AND SPILLS.** Stop the leak at its source. Make all necessary repairs and establish maintenance and inspection procedures to prevent recurrence of the leak.

All employees should be instructed to clean up spills promptly. If clean up must be delayed, the affected area should be cordoned off to reduce the slip and fall exposure.

3. **OIL OR GREASE.** Stop the oil or grease from getting on the floor at its origin. Where this is not always possible, (such as under vehicles), wipe up all excess oil or grease. Use a nonflammable absorbent to clean up the residue. Dispose of oil soaked rags and absorbances promptly and safely.
4. **RAIN, ICE OR SNOW.** Stop at the source if possible by use of canopies, eaves troughs, location of down spouts, etc. Use grille type flooring so snow falls through. Shovel snow promptly before it packs. Use safe commercial compounds to melt ice so it can be cleared off. For ice and snow that can not be removed, apply coarse sand to provide an abrasive walking surface. Door mats and/or lengths of rubber runners at building entrances help prevent rain water, snow and ice from getting on floors and creating slipping hazards.
5. **OBJECTS ON THE FLOOR.** Prevent the development of tripping and slipping hazards from such things as scrap, tool parts, etc., on the floor. Provide and **USE** scrap boxes, tool holders, tote boxes or whatever may be necessary for this purpose. Train employees to pick up such items whenever they see them. Establish regular housekeeping procedures and inspections.



LOSS CONTROL DATA GUIDE continued

6. SMOOTH SURFACES. Safeguarding of smooth surfaces will depend on the circumstances involved. The basic objective is to make walking and standing surfaces as non-slippery as possible. To illustrate, smooth terrazzo steps should have at least "roughened" nosings. These are 3 1/2" to 4" carborundum type or other nonskid strips set flush with the rest of the tread. Running boards, catwalks, machine steps, truck beds, ramps, platforms, washrooms—any and every place where a person steps or stands, should be made of nonslip material or should have a nonslip coating. Anti-slip materials include grilles, knurled, corrugated or other roughened metal plates, etc. Anti-slip coatings include special "paints" or other surfacers which contain abrasives.

Workers should wear footgear with nonskid soles and heels. Under special conditions, footgear should have special soles and heels such as imbedded abrasives, hob nails, cleats or the like.

7. POLISHING WAXES. Floors in stores, halls and offices are of many types—hardwood, rubber tile, cork, etc. Each presents special problems of maintenance for cleaning and preservation without damage to the surface. What is ideal for one may be harmful to others. There are anti-slip waxes or other anti-slip floor treatment materials for all common types of flooring. Because of the importance of selecting the proper anti-slip wax or material for the individual floor, the manufacturer of the flooring material or of floor treatment materials should be consulted for the exact product which will provide anti-slip treatment for the floor in question.

Nonskid mats, runners or carpet strips are highly effective to prevent slips and falls in many areas without harm to the flooring and without detracting from its beauty.

Contact your local Great American Loss Prevention Specialist for additional information.

The loss prevention information and advice presented in this brochure are intended only to advise our insureds and their managers of a variety of methods and strategies based on generally accepted safe practices, for controlling potentially loss producing situations commonly occurring in business premises and/or operations. They are not intended to warrant that all potential hazards or conditions have been evaluated or can be controlled. They are not intended as an offer to write insurance coverage for such conditions or exposures, or to imply that Great American Insurance Company will write such coverage. The liability of Great American Insurance Company is limited to the specific terms, limits and conditions of the insurance policies issued.

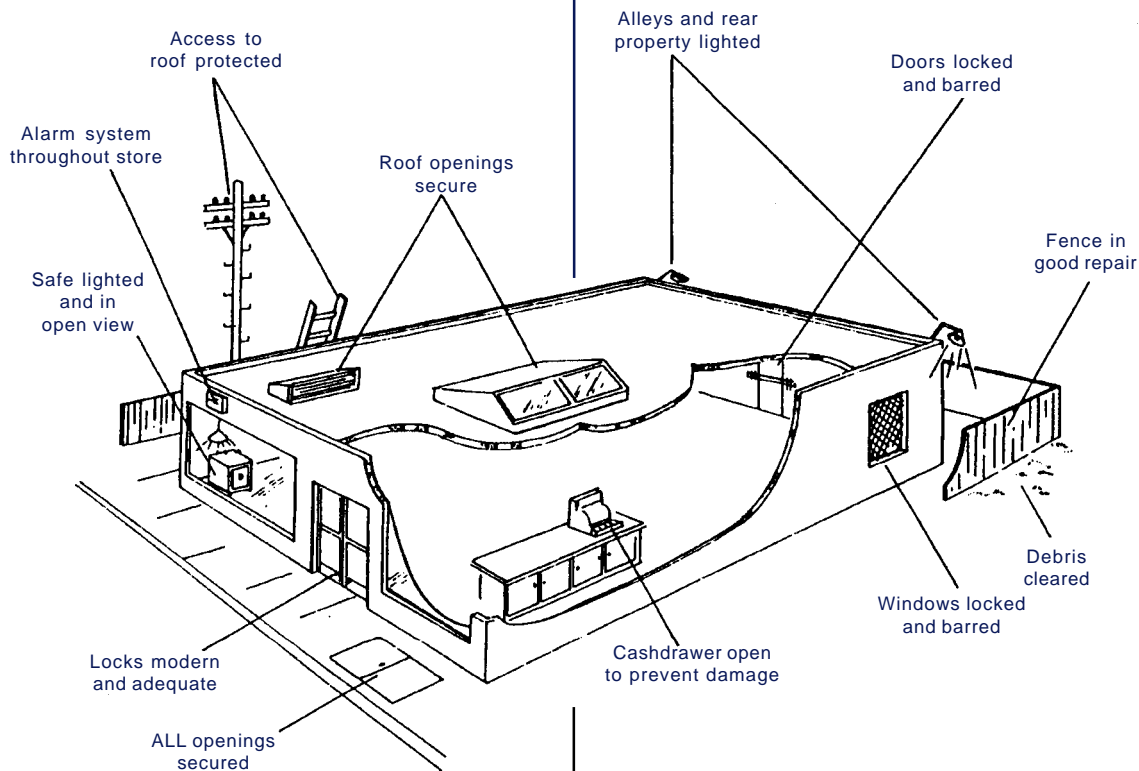


LOSS CONTROL DATA GUIDE

Burglary Prevention

You probably need not be reminded that crime has been on the upswing. Burglaries/break-ins, in particular, have increased at an alarming rate. All businesses, large or small, are vulnerable.

Professional thieves are usually expert at their trade and are difficult to defeat. However, a significant number of burglaries are attempted by “amateurs”. A few simple precautions may stop them.



Light up the premises

Burglars avoid areas that are illuminated. They seek dark areas where they can work undetected.

1. Adequately illuminate all entrances.
2. Locate indoor lighting so intruders' silhouette can be seen from the street.
3. Plant shrubbery so it does not provide a convenient hiding place near doors/windows.

Lock out the burglar

Make it difficult for the intruder to get into and move around your premises. Windows, doors, including loading dock doors, and other openings, such as roof hatches should be securely locked.

1. All exterior doors should be provided with deadbolt locks that have at least a one-inch throw.
2. Side and rear doors should be provided with supplemental protection, such as an iron gate, police bar, or four-point locking device.
3. Padlock bar extension locks on overhead garage type doors.
4. Outward swinging doors should have hinges with non-removable pins.
5. Use substantial doors on all perimeter openings.
 - a. Side and rear doors should be of solid-wood or steel construction and installed in reinforced steel frames.



LOSS CONTROL DATA GUIDE continued

- b. Hollow-core wood doors or panel doors should be replaced or be reinforced on the inside with sheet steel panels.
- c. Glass panels on side and rear doors should be replaced or backed-up with burglary-resisting glazing material that is listed by Underwriters Laboratories Inc. (UL).
- d. Side and rear doors should be illuminated from above and lighting fixtures protected against accidental or intentional breakage.

Note: Means of egress must be unlocked when the building is occupied and locking devices should not conflict with building and life safety code requirements.

Keep valuables safe

Cash or easily disposed of merchandise will attract burglars.

1. Maintain minimum cash on hand. Make regular bank deposits.
2. Empty cash registers at night and leave drawers open.
3. Lock up separately stores of liquor, cigarettes, and other "target" merchandise.
4. If local conditions warrant, install a suitable safe or alarm system to protect your property.
5. Lock up carefully each night. Check all windows, doors, alarms, and lights.

For additional information/assistance in evaluating your security arrangements, contact your local Great American Loss Prevention Specialist.

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**GREAT AMERICAN INSURANCE GROUP®
PRIVACY NOTICE
AND
NOTICE OF INSURANCE INFORMATION PRACTICES**

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Great American Alliance Insurance Company
Great American Assurance Company
Great American Casualty Insurance Company
Great American Contemporary Insurance Company
Great American E & S Insurance Company
Great American Fidelity Insurance Company
Great American Insurance Company of New York
Great American Lloyd's Insurance Company
Great American Protection Insurance Company
Great American Security Insurance Company
Great American Spirit Insurance Company

American Empire Surplus Lines Insurance Company
American Empire Insurance Company
American Empire Underwriters, Inc.

Crop Managers Insurance Agency, Inc.
Dempsey & Siders Agency, Inc.
Great American Custom Insurance Services, Inc.
Great American Insurance Agency, Inc.

The members of Great American Insurance Group ("Great American," including those companies listed in this Notice) respect your right to privacy.

We want you to know about our procedures for protecting your privacy and your rights and responsibilities regarding nonpublic personal information (referred to as "data" in this notice) we receive about you. We want you to understand how we gather data about you and how we protect it. The terms of this Notice apply to those individuals who inquire about or obtain insurance from Great American primarily for personal, family or household purposes.

We will provide our customers with a copy of the most recent notice of our privacy policy at least annually and more often if we make any changes affecting their rights under our privacy policy. This Notice applies to current and former customers of Great American.

Great American does not share your data except as allowed by law. As a result, you do not need to take any action under this Notice. If we change our practices in the future, we will advise you. If applicable, we will allow you to "opt-out" of certain sharing.

1. What kind of data is collected about you?

We get most of our data about you directly from you, such as your name, address, social security number, income level and certain other financial data. We collect data that you provide during the insurance application process and by other contact with you by mail and over the phone.

In some cases we may need additional data or may need to verify data you have given us. In those cases, we may obtain data from outside sources at our own expense. For instance, we may collect data from consumer reporting agencies such as credit worthiness and history or employment history. If you send a written request to the address below, we will inform you of the name and address of any agency we have used to prepare a report on you so that you can contact the agency.

Once you become our customer, we may collect data related to our experiences and transactions with you. This could include data such as insurance policy coverage, premiums and payment history, and any claims you make under your insurance policy. For example, we will retain data collected by a claims representative and police or fire reports.

We may also collect data about you from our affiliates regarding their transactions and experiences with you (such as your payment or claims history). We do not currently share other credit-related data, except as allowed or required by law.

Finally, we may collect data when you visit our website or when you email us. We do not sell this or any other data about you to anyone.

2. What do we do with data about you?

Data about you will be kept in our records. We may disclose data to issue and service policies and settle claims. Generally, we will not disclose data about you to any outside group without your prior authorization. However, we may, as allowed by law, share data that we collect as set forth below.

We may disclose data to your insurance agent.

We may disclose data to persons who represent you, including your attorney or trustee.

We may disclose data to adjusters, appraisers, auditors, investigators and attorneys.

We may disclose data to those who need the data to perform a business, professional or insurance function for us.

We may disclose data to other insurance companies, agents or consumer reporting agencies, in connection with any insurance application, policy or claim involving you.

We may disclose data to medical providers to inform you of a medical condition of which you may not be aware and for claims payment purposes.

We may disclose data to others that conduct research, provided that no individual data may be identified in any research study report.

We may disclose data, other than health data, to others that perform marketing services on our behalf.

We may disclose data to our affiliated companies to market products to you and for other purposes. The law does not allow you to restrict this sharing.

We may disclose data to a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

We will only disclose your health data in the following ways:

as allowed or required by law;

with your written consent;

to underwrite or administer your policy, claim or account; or

in a manner as previously disclosed to you by us when we collect your health data.

When we disclose your data to third parties for certain purposes described above, we will require them to use your data only for its intended purpose.

3. Who has access to your data?

The only people who have access to your data are those who need it to provide or support the provision of products or services to you. We use a system of passwords and other appropriate physical, electronic and procedural safeguards to protect against unauthorized access to your data. We have educated our employees about this Notice and the importance of customer privacy.

4. How can you review recorded data about you?

You have the right to access and inspect most of the data that we collect about you. To access your data please send a written request to the address below stating that you would like to access your data. Either you or your personal representative must sign this request and provide a copy of your driver's license or other valid photo identification. You also have the right to request that we correct any data that you believe is incorrect. To amend your data, please send us a written request, at the address below, stating what data you believe needs correcting. Once again, either you or your personal representative must sign this request. If you submit a request to amend your data, we will investigate. If we agree, we will correct our records. Even if we do not correct the data, you have the right to file with us a written statement of dispute, which we will include, in any future disclosure of the data.

If you have any questions about our privacy policy, please write to us at:

GREAT AMERICAN INSURANCE COMPANY

301 E 4th Street

Cincinnati, Ohio 45202-4201

Attn: Compliance Office - Privacy



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**IMPORTANT INFORMATION
TO
VIRGINIA POLICYHOLDERS**

In the event you need to contact someone about this policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

Great American Insurance Group
301 E 4th Street
Cincinnati, OH 45202-4201
1-800-221-7274

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia Bureau of Insurance:

Property and Casualty Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
Out-of-State Call: (804) 371-9741
In-State Call: (800) 552-7945

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

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NOTICE

ADDITIONAL COVERAGE AVAILABLE

Coverage is included in your policy for \$25,000 for increased costs to repair or replace damaged property due to the application of ordinances or laws that regulate construction, repair or demolition.

This additional coverage provides protection when a building damaged by a covered cause of loss must be repaired or rebuilt in a more costly manner because the type of construction used when the building was built does not comply with current building codes. Coverage is also provided for \$25,000 when laws or ordinances require the demolition of damaged buildings, including undamaged portions, prior to rebuilding in compliance with current building codes.

Also available to you is a Broad Form version which does not exclude all cost associated with the enforcement of an ordinance or law pertaining to pollutant cleanup or assessment. It excludes testing for the existence, concentration or effects of pollutants unless such testing is performed in the course of pollutant cleanup of the building and is required by the ordinance or law. Pollutant cleanup coverage includes cleanup of undamaged parts of a building, if the ordinance or law so requires.

Contact your agent or company representative if you wish to increase this coverage, receive a price for the Broad Form version or if you want additional information.



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VIRGINIA - POLICYHOLDERS NOTICE

No Policy shall be deemed invalid due to the absence of the required signature or countersignature.



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WATER EXCLUSION ENDORSEMENT ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your new or renewal policy being issued by us:

Water Exclusion Endorsement BP 88 46

This endorsement replaces the current water exclusion in your policy with a revised exclusion. The revised exclusion contains language reinforcing the scope of the water exclusion, and explicitly states that such exclusion applies regardless of whether the water damage is caused by an act of nature or is otherwise caused. Specific mention is made of various boundary or containment systems such as dams and levees to further highlight this point. Further, express references to tsunamis, storm surge and waterborne material are also added to the exclusion.

The exclusion in this endorsement applies to all coverages provided by your Safepak Businessowners Policy Special Form, including (if any) property damage and business income coverages, unless stated otherwise in your policy.



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Policy No. SPP 0518960 00 00
Renewal Of

BUSINESSPRO® POLICY COMMON DECLARATIONS

NAMED INSURED AND ADDRESS: American Thyroid Association, Inc.
6066 Leesburg Pike
Suite 550
Falls Church, VA 22041

IN RETURN FOR 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.

AGENT'S NAME AND ADDRESS:
Affinity Insurance Services
1120 20th Street Northwest
Suite 600
Washington, DC 20036

Insurance is afforded by the Company named below, a Capital Stock Corporation:
Great American Insurance Company of New York

POLICY PERIOD: From 05/28/2013 To 05/28/2014
12:01 A.M. Standard Time at the address of the Named Insured

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

	Premium
Commercial Property	
Commercial General Liability	
Commercial Crime and Fidelity	
Commercial Inland Marine	
Commercial Equipment Breakdown	
Commercial Auto	
Commercial Umbrella	\$ 400.00
SafePak	\$ 1,062.00
Total	\$ 1,462.00

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).

POLICY ALTERNATE MAILING ADDRESS:

Agent Signature

Date



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BUSINESSPRO[®] FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		Date Added * or Date Deleted	Form Description
1.	IL7001	10-07		BusinessPRO Policy Common Declarations
2.	IL0022	05-87		Effective Time Changes - Replacement of 12 Noon
3.	IL0106	09-07		Virginia Changes - Appraisal
4.	IL0952	01-08		Cap On Losses From Certified Acts Of Terrorism
5.	IL0985	01-08		Disclosure Pursuant To Terrorism Risk Insurance Act
6.	IL7253	11-06		Identity Recovery Coverage Identity Theft Case Management Service And Expense Reimbursement
7.	IL7270	06-11		Virginia In Witness Clause
8.	IL7324	08-12		Economic And Trade Sanctions Clause

* If not at inception



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IL 00 22
(Ed. 05 87)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EFFECTIVE TIME CHANGES - REPLACEMENT OF 12 NOON

This endorsement modifies the **COMMON POLICY DECLARATIONS**.

To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

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IL 00 22 (Ed. 05/87) XS



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IL 01 06
(Ed. 09 07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES - APPRAISAL

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART

The **Appraisal** Condition is replaced by the following:

Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the Insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the ap-

praisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the 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 loss. Any outcome of the appraisal will not be binding on either party. Each party will:

1. pay its chosen appraiser; and
2. bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

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



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- SELECT BUSINESS POLICY
- STANDARD PROPERTY POLICY

A. Cap on Certified Terrorism Losses

"**Certified act of terrorism**" means an act that is certified by the Secretary of the Treasury, in 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. 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 Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application of Exclusions

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



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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Terrorism Premium (Certified Acts) \$ 0

This Premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s): SPP 0518960 00 00

Additional information, if any, concerning the terrorism premium:

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

A. Disclosure of Premium

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

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% 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 Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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 Program Year (January 1 through December 31) 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.



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IL 72 53
(Ed. 11 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IDENTITY RECOVERY COVERAGE
IDENTITY THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT**

The following is added as an additional coverage. If this is being endorsed onto a multi-section form, it is added to the Property section:

Identity Recovery Coverage

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

1. there has been an "identity theft" involving the personal identity of an "identity recovery insured" under this Policy; and
2. such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery Coverage is applicable; and
3. such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured."

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

1. Case Management Service

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

2. Expense Reimbursement

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

This coverage is additional insurance.

Exclusions

The following additional exclusions apply to this coverage:

We do not cover loss or expense arising from any of the following.

1. The theft of a professional or business identity.
2. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured," or by any authorized representative of an "identity recovery insured," whether acting alone or in collusion with others.
3. Loss other than "identity recovery expenses."
4. An "identity theft" that is first discovered by the "identity recovery insured" prior to or after the period for which this Coverage applies. This exclusion applies whether or not such "identity theft" began or continued during the period of coverage.
5. An "identity theft" that is not reported to us within 60 days after it is first discovered by the "identity recovery insured."
6. An "identity theft" that is not reported in writing to the police.

Limits

Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement Coverage.

Expense Reimbursement Coverage is subject to a limit of \$15,000 annual aggregate per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all

"identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

Legal costs as provided under item **d.** of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement Coverage limit.

Deductible

Case Management Service is not subject to a deductible.

Expense Reimbursement Coverage is subject to a deductible of \$250. Any one "identity recovery insured" shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

Conditions

The following additional conditions apply to this coverage:

A. Assistance and Claims

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-800-823-1752**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

- 1. information and advice for how to respond to a possible "identity theft"; and
- 2. instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management Services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the Policy. We reserve the right to

deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

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

B. Services

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

- 1. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."
- 2. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

Definitions

With respect to the provisions of this endorsement only, the following definitions are added:

- 1. **"Identity Recovery Case Manager"** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
- 2. **"Identity Theft"** means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

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

"Identity theft" does not include the unauthorized use of a valid credit card, credit account or bank account. However, "identity theft" does include the fraudulent alteration of account profile information, such as the address to which statements are sent.

3. "Identity Recovery Expenses" means the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "identity theft":

- a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
- b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."
- c. Costs for up to 12 credit reports from established credit bureaus dated within 12 months after your knowledge or discovery of an "identity theft."
- d. Fees and expenses for an attorney approved by us for:
 - (1) defending any civil suit brought against an "identity recovery insured" by a creditor or collection agency or entity acting on behalf

of a creditor for nonpayment of goods or services or default on a loan as a result of an "identity theft"; and

- (2) removing any civil judgment wrongfully entered against an "identity recovery insured" as a result of the "identity theft."

4. "Identity Recovery Insured" means the following:

- a. When the entity insured under this Policy is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the insured entity.
- b. When the entity insured under this Policy is a partnership, the "identity recovery insureds" are all partners listed on this Policy as insureds.
- c. When the entity insured under this Policy is a corporation or other organization, any individual having an ownership position of 20% or more of the insured entity is an "identity recovery insured." However, if and only if there is no one who has such an ownership position, then the "identity recovery insured" shall be:
 - (1) the chief executive of the insured entity; or
 - (2) as respects a religious institution, the senior ministerial employee.

An "identity recovery insured" must always be an individual person. The entity insured under this Policy is not an "identity recovery insured."

All other provisions of this Policy apply.



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VIRGINIA IN WITNESS CLAUSE

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

Handwritten signature of Eve Cutler Rosen in black ink.

SECRETARY

Handwritten signature of Donald O. L. in black ink.

PRESIDENT



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IL 73 24 (Ed. 08 12)

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

IL 73 24 (Ed. 08/12)



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Policy No.
Renewal Of

SPP 0518960 00 00

SAFEPAK® BUSINESSOWNERS COMMON DECLARATIONS

<p>NAMED INSURED AND ADDRESS</p> <p>American Thyroid Association, Inc. 6066 Leesburg Pike Suite 550 Falls Church, VA 22041</p>	<p>POLICY PERIOD:</p> <p>12:01 A.M. Standard Time at the address of the Named Insured shown at the left. From 05/28/2013 To 05/28/2014</p>
<p>IN RETURN FOR 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.</p>	<p>AGENT'S NAME AND ADDRESS:</p> <p>Affinity Insurance Services 1120 20th Street Northwest Suite 600 Washington, DC 20036</p>

Insurance is afforded by company indicated below:

Great American Insurance Company of New York
(A capital stock corporation)

DESCRIPTION OF BUSINESS:

Form of Business: () Individual () Joint Venture () Partnership
 () Corporation () Limited Liability Company
 (X) Other Non-profit Organization

Business Description: Office N.O.C.

Described Premises (Number, Street, Town, County, State & Zip No.) if different from above
6066 Leesburg Pike Suite 550, Falls Church, VA, 22041

MORTGAGEHOLDER Name and Address

PREMIUM:

The total estimated premium is \$ 1,462.00 and is payable:

() In advance	AMOUNT	DATE DUE
() In payments of: \$		at inception
	\$	
	\$	

Countersigned _____
Date

By _____
Authorized Representative

LOSS PAYABLE CLAUSE Name and Address

FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, BP 82 06 (06/86).

SCHEDULE	LIMITS OF INSURANCE	
Part One - Property Coverages	Included	Optional
Building(s)	\$ RC	() Actual Cash Value
Automatic Increase - Building Limit (%)	8% or	(X) 4 %
Business Personal Property	\$ 83,000	
Deductible	\$ 250	(X) \$ 500
Part One - Extensions and Optional Coverages		
Outdoor Signs	\$ 10,000	() \$ *
Money and Securities	\$ 10,000 Inside the Premises	() \$ *
	\$ 5,000 Outside the Premises	() \$ *
Employee Dishonesty	\$ 10,000	() \$ Each Occurrence
Part Two - Liability and Medical Payments Coverages		
Except for Fire Legal Liability, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Paragraph D.4. of the Liability Coverage Form.		
Liability and Medical Expenses	\$ 300,000	\$ 2,000,000 *
Medical Expenses	\$ 10,000 Per Person	
Fire Legal Liability	\$ 300,000 Any One Fire or Explosion	\$ *
Hired and Non-Owned Auto Liability	Nil	(X) \$ 1,000,000
Other (Describe - Attach Endorsement)		() \$

* When "optional" Limits of Liability noted with an asterisk are selected, they replace "included" coverages and are not in addition thereto.



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Policy: SPP 0518960 00 00

SAFEPAK® FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added * or Date Deleted	Form Description
1.	BP8201 07-05		Safepak Businessowners Common Declarations
2.	BP8289 07-12		Virginia Changes
3.	BP8300 11-06		Welfare And Pension Plan Erisa Compliance
4.	BP8340 07-05		Tanning Facilities Exclusion
5.	BP8341 11-06		Employment-Related Practices Exclusion
6.	BP8360 11-06		Designated Location(s) General Aggregate Limit
7.	BP8391 07-05		Engineers and Architects Professional Liability Exclusion
8.	BP8395 07-05		Inspection and Appraisal Services Exclusion
9.	BP8397 07-05		Computer Software Professional Liability Exclusion
10.	BP8535 11-09		Virginia Safepak Mandatory Change Endorsement
11.	BP8538 11-09		Virginia Ordinance or Law Coverage
12.	BP8539 11-09		Virginia Exclusion - Asbestos
13.	BP8547 10-91		Loss Adjustment Endorsement - Commercial Property Coverage
14.	BP8573 07-05		Exclusion - Liability Arising Out of Lead
15.	BP8661 11-06		Exclusion - Property Damage To Electronic Data (Computer Software Manufacturer)
16.	BP8668 11-06		Safepak BusinessOwners Policy Special Form

	Form and Edition	Date Added * or Date Deleted	Form Description
17.	BP8708 07-10		Pollution Coverage Endorsement
18.	BP8727 01-08		CAP on Losses From Certified Acts of Terrorism
19.	BP8735 01-06		Nuclear, Biological Or Chemical Terrorism Exclusion (Other Than Certified Acts Of Terrorism); Cap On Losses From Certified Acts Of Terrorism
20.	BP8738 01-08		Exclusion of Punitive Damages Related to Terrorism
21.	BP8742 01-08		Disclosure Pursuant to Terrorism Risk Insurance Act
22.	BP8747 11-06		Fungi or Bacteria Exclusion
23.	BP8749 11-06		Silica or Related Dust Exclusion
24.	BP8750 11-06		Nuclear Energy Liability Exclusion Endorsement (Broad Form)
25.	BP8755 01-06		Additional Insureds - Association Trustees and Committee Members
26.	BP8757 11-06		Association Office Package Edge Endorsement
27.	BP8759 01-06		Exclusion - Association Member, Chapter, or Club "Autos"
28.	BP8760 01-06		Exclusion - Designated Activities
29.	BP8762 01-06		Exclusion - Chapter or Club Activities
30.	BP8763 03-06		Special Sublimit of Liability For: Setting of Standards, Warnings, Licenses or Certifications and Antitrust, Restraint of Trade, Unfair Competition or Similar Law or Regulation
31.	BP8839 01-08		Exclusion of Certified Acts of Terrorism involving Nuclear, Biological, Chemical or Radiological Terrorism; Cap On Covered Certified Acts Losses
32.	BP8846 08-08		Water Exclusion Endorsement
33.	BP8892 07-10		Loss Prevention Services
34.	BP8923 03-11		Notice Of Occurrence Clause

* If not at inception



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BP 82 89 (Ed. 07 12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

A. The Cancellation SafePak® Common Policy Condition is replaced by the following:

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, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver written notice to your last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.
4. Our notice 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 will be 90% of 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. Paragraph 1. of the Insurance Under Two or More Coverages SafePak® Common Policy Condition is replaced by the following:

1. 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 under this Policy bears to the Limits of Insurance of all insurance covering on the same basis.

C. The last subparagraph of paragraph 3. of the Premiums SafePak® Common Policy Condition is replaced by the following:

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

D. PART ONE - SAFEPAK® PROPERTY COVERAGE FORM, E. PROPERTY LOSS CONDITIONS, 2. Appraisal is replaced by the following:

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the Insured or the insurer may apply in writing, for the

appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be the appraised value of the property or amount of loss. If you make a written demand for an appraisal of the loss, each party will:

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

But if we make written demand for an appraisal of the loss, we will pay you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

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

E. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE, E. PROPERTY LOSS CONDITIONS, 3.a.1. Duties in the Event of Loss or Damage does not apply.

F. The following is added:

Nonrenewal

1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured, shown in the Declarations, stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been

obtained, or by registered or certified mail. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. With respect to property to which replacement cost valuation applies, the following provision is added and supersedes any provision to the contrary:

1. If replacement cost coverage applies, you may make an initial 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 or 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 6 months of the later of the following dates:
 - a. the last date on which you received a payment for actual cash value; or
 - b. the date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

However, if the "Actual Cash Value - Building" option applies, as shown in the Declarations, paragraph 1. above does not apply to Building. Instead, we will determine the value of Buildings at actual cash value.

H. Paragraph C. **CONCEALMENT, MISREPRESENTATION OR FRAUD**, of the **SafePak®** Common Policy Conditions will apply to the coverages contained in **PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM** and may apply to the coverages contained in **PART TWO - SAFEPAK® LIABILITY COVERAGE FORM**.

I. **PART ONE - SAFEPAK® PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverage** is amended as follows:

Paragraph s. **Ordinance or Law**, item (2) is replaced by the following:

- (2) We will not pay for 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."

Paragraph **s. Ordinance or Law**, item **(7)** is removed.

provided under, **PART ONE - SAFEPAK® PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverage.**

J. PART ONE - SAFEPAK® PROPERTY COVERAGE FORM, B. EXCLUSIONS, is amended as follows:

L. PART ONE - SAFEPAK® PROPERTY COVERAGE FORM, G. PROPERTY DEFINITIONS are amended as follows:

Paragraph **1.** is replaced by the following:

11. "Pollutants" is replaced by the following:

- 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, except for the coverage provided under, **PART ONE - SAFEPAK® PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverage.**

- 11. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, carbon monoxide and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

K. PART ONE - SAFEPAK® PROPERTY COVERAGE FORM, E. PROPERTY LOSS CONDITIONS, 5. Loss Payment is amended as follows:

M. PART TWO - SAFEPAK® LIABILITY COVERAGE FORM, F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS are amended as follows:

Paragraph **5.d.(1)(e)** is replaced by the following:

16. "Pollutants" is replaced by the following:

- (e)** The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except for the coverage

- 16. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, carbon monoxide and waste. Waste includes materials to be recycled, reconditioned or reclaimed.



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BP 83 00
(Ed. 11 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WELFARE AND PENSION PLAN ERISA COMPLIANCE

Provision 1. of this endorsement applies to all crime coverages forming part of the Policy. The other provisions of this endorsement apply only to the Employee Dishonesty Coverage in the **SafePak® Businessowners Policy Special Form** as contained in **PART ONE, SAFEPAK SPECIAL PROPERTY COVERAGE FORM, 5. Additional Coverages, jj. Employee Dishonesty.**

Provisions

In compliance with certain provisions of the Employee Retirement Income Security Act (ERISA):

1. "Employee" also includes any natural person who is:
 - a. a trustee, an officer, employee, administrator or a manager, except an administrator or a manager who is an independent contractor, of any Employee Welfare or Pension Benefit Plan (hereafter called Plan) insured under this insurance, and
 - b. your director or trustee while that person is handling funds or other property of any Plan insured under this insurance.
2. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance

for the Employee Dishonesty Coverage Form that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.

3. If the Insured first named in the Declarations is an entity other than a Plan, any payment we make to that Insured for loss sustained by any Plan will be held by that Insured for the use and benefit of the Plan(s) sustaining the loss.
4. If two or more Plans are insured under this insurance, any payment we make for loss:
 - a. sustained by two or more Plans or
 - b. of commingled funds or other property of two or more Plans

that arises out of one "occurrence," is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such plan under ERISA provisions bears to the total of those amounts.
6. The Deductible provision of **The SafePak Policy** does not apply to loss sustained by any Plan subject to ERISA which is insured under this insurance.



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BP 83 40
(Ed. 07 05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TANNING FACILITIES EXCLUSION

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM

The following exclusion is added to the **SafePak Policy**, Part Two, Liability Coverage Form, **B. Exclusions:**

"Bodily injury" or "personal injury" arising out of or in any way connected with, the use of, or exposure to tanning beds, tanning facilities or tanning services.



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BP 83 41
(Ed. 11 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM

1. The following exclusion is added to **PART TWO - SAFEPAK LIABILITY COVERAGE FORM, B. Exclusions, 1. Applicable to Business Liability Coverage:**

t. "Bodily injury" or "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, defama-

tion, harassment, humiliation or discrimination directed at that person; or

- (2) the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

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



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM
PART TWO - SAFEPAK® LIABILITY COVERAGE FORM

SCHEDULE

Designated Location(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under **A. COVERAGES, 1. Business Liability**, and for all medical expenses caused by accidents under **A. COVERAGES, 2. Medical Expenses**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1. A separate Designated Location General Aggregate Limit applies to each designated "location," and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **A. COVERAGES, 1. Business Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **A. COVERAGES, 2. Medical Expenses**, regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suits."
 - 3. Any payments made under **A. COVERAGES, 1. Business Liability** for damages or **A. COVERAGES, 2. Medical Expenses** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You, and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under **A. COVERAGES, 1. Business Liability**, and for all medical expenses caused by accidents under **A. COVERAGES, 2. Medical Expenses**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. any payments made under **A. COVERAGES, 1. Business Liability** for damages or **A. COVERAGES, 2. Medical Expenses** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS** is amended by the addition of the following definition:
- 24. "Location"** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



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BP 83 91
(Ed. 07 05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENGINEERS AND ARCHITECTS PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM

PART TWO - SAFEPAK LIABILITY COVERAGE FORM, B. Exclusions, j. is amended by the addition of **(10)** as follows:

(10) It is agreed that the insurance provided by this policy does not apply to "**bodily injury,**" "**property damage,**" or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services by or for you, or any engineer, architect or surveyor who is either employed by you, or performing work on your behalf in such capacity. Professional services include:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
2. supervisory, inspection, architectural or engineering activities.



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BP 83 95
(Ed. 07 05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSPECTION AND APPRAISAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM

PART TWO - SAFEPAK LIABILITY COVERAGE FORM, B. Exclusions, j. is amended by the addition of **(10)** as follows:

- (10)** It is agreed the insurance provided by this policy does not apply to "**bodily injury,**" "**property damage,**" or "**personal and advertising injury**" for which the Insured may be held liable because of the rendering or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey or audit services.



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BP 83 97
(Ed. 07 05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTER SOFTWARE PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM

PART TWO - SAFEPAK LIABILITY COVERAGE FORM, B. Exclusions, j. is amended by the addition of **(10)** as follows:

- (10)** It is agreed that the insurance provided by this policy does not apply to "**bodily injury,**" "**property damage,**" or "**personal and advertising injury**" arising out of the rendering or failure to render any service by you or on your behalf in connection with the selling, licensing, franchising or furnishing of your computer software to others including electronic data processing programs, designs, specifications, manuals and instructions.

This exclusion does not apply to pre-packaged computer software that was developed by others and is not sold under the Named Insured's trade name.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA SAFEPAK MANDATORY CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

A. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGES, ii. Outdoor Signs (Attached to Buildings) is hereby deleted and replaced by the following:

ii. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for outdoor signs of \$10,000 or the higher optional limit shown in the Declarations.

B. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGES, g. Money and Securities is hereby deleted and replaced by the following:

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

(1) the limit shown in the Declarations of \$10,000 Inside the Premises or the optional limit 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 of \$5,000 Outside the Premises or the optional limit for Outside the Premises for money and securities while anywhere else.

C. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGES, jj. (3) Employee Dishonesty (including ERISA) is hereby deleted and replaced by the following:

(3) The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Employee Dishonesty of \$10,000 or the higher optional limit shown in the Declarations.

D. PART TWO - SAFEPAK LIABILITY COVERAGE FORM, D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE, 2. and 3. are hereby deleted and replaced with the following:

2. The most we will pay for the sum of all damages because of all:

a. "bodily injury," "property damage" and medical expenses arising out of any one "occurrence"; and

b. "personal injury" and "advertising injury" sustained by any one person or organization;

is the liability limit of \$300,000 or a higher optional limit and the Medical Expenses limit of \$10,000 per person shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit of \$10,000 per person shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of "property damage" to premises rented to you arising out of any one fire or explosion is the Fire Legal Liability limit shown in the Declarations of \$300,000 or a higher optional limit any one fire or explosion.



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VIRGINIA ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, **B. EXCLUSION, 1., a. Building Ordinance** is deleted.

PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, **A. COVERAGE, 5. Additional Coverages, 5. Ordinance or Law** is amended with the addition of the following:

Schedule

Building No.	Premises No.	Demolition Cost Limit of Insurance	Increased Cost of Construction Limit of Insurance
1	1	\$ 25,000	\$ 25,000

5. Ordinance or Law

(1) Coverage A - Coverage For Loss to the Undamaged Portion of the Building.

If a Covered Cause of Loss occurs to covered Building property shown in the Schedule above, we will pay for loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

- (a) requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- (b) regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (c) is in force at the time of loss.

Coverage A is included within the Limit of Insurance applicable to the covered Building property shown in the Declarations. This is not additional insurance.

(2) Coverage B - Demolition Cost Coverage.

If a Covered Cause of Loss occurs to covered Building property and a Demolition Cost Limit of Insurance is shown in the Schedule above, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

(3) Coverage C - Increased Cost of Construction Coverage.

If a Covered Cause of Loss occurs to covered Building property and an Increased Cost of Construction Limit of Insurance is shown in the Schedule above, we will pay the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

However, we will not pay for the increased cost of construction if the building is not repaired or replaced.

Under Coverage A - Coverage for Loss to the Undamaged Portion of the Building:

- (1)** If the Replacement Cost Coverage Option applies and the property **is** repaired or replaced, on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
- (a)** the amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (b)** the Limit of Insurance applicable to the covered Building property.
- (2)** **(a)** if the replacement Cost Coverage option applies and the property is **not** repaired or replaced; or
- (b)** if the Replacement Cost Coverage option does not apply;

we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

- (i)** the actual cash value of the building at the time of loss; or
- (ii)** the Limit of Insurance applicable to the covered Building property.

We will not pay more under **Coverage B - Demolition Cost Coverage** than the lesser of the following:

- (1)** the amount you actually spend to demolish and clear the site of the described premises; or
- (2)** the applicable Demolition Cost Limit of Insurance shown in the Schedule above.

Under Coverage C - Increased Cost of Construction Coverage:

- (1)** We will not pay under **Coverage C - Increased Cost of Construction Coverage:**
- (a)** until the property is actually repaired or replaced, at the same or another premises; and
 - (b)** unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (2)** If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under **Coverage C** is the lesser of:
- (a)** the increased cost of construction at the same premises; or
 - (b)** the applicable Increased Cost of Construction Limit of Insurance shown in the Schedule above.

- (3) If the ordinance or law requires relocation to another premises, the most we will pay under **Coverage C** is the lesser of:
- (a) the increased cost of construction at the new premises; or
 - (b) the applicable Increased Cost of Construction Limit of Insurance shown in the Schedule above.

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



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

I. PART TWO - SAFEPAK LIABILITY COVERAGE FORM, B. Exclusions, 1. Applicable to Business Liability Coverage - is amended by the addition of **q.** as follows:

Asbestos

- q.** This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of or related in any way to asbestos or asbestos-containing materials.

We shall not have the duty to defend any such claim or "suit."

II. PART TWO - SAFEPAK LIABILITY COVERAGE FORM, B. Exclusions, 2. Applicable to Medical Expense Coverage - is amended by the addition of **h.** as follows:

- h.** This insurance does not apply to "bodily injury" arising out of or related in any way to asbestos or asbestos-containing materials.

We shall not have the duty to defend any such claim or "suit."



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS ADJUSTMENT ENDORSEMENT - COMMERCIAL PROPERTY COVERAGE

This endorsement modifies insurance provided under the following:

SAFEPAK POLICY

A. This endorsement is intended to facilitate payment of insurance proceeds in the event of loss or damage to Covered Property from a loss that is covered by:

- 1. this **Part One - SAFEPAK SPECIAL PROPERTY COVER FORM**; and
- 2. Boiler and Machinery insurance; and

there is a disagreement between the insuring companies as to the amount of the loss to be paid by each company.

B. The provisions of item C. of this endorsement apply only if all of the following requirements are met:

- 1. The Boiler and Machinery insurance carried by the Named Insured, insuring the Covered Property, contains a provision with substantially the same requirements, procedures and conditions as contained in this endorsement.
- 2. The damage to the Covered Property was caused by a loss for which both we and the Boiler and Machinery insuring company(s) admit to some liability for payment under the respective policies.
- 3. The total amount of the loss is agreed to by you, us and the Boiler and Machinery insuring company(s).
- 4. We and the Boiler and Machinery insuring company(s) disagree as to the amount of loss that each of us should pay that is attributable to:

- a. a cause of loss covered under this Commercial Property coverage; and
- b. an "accident" covered under the Boiler and Machinery insurance.

C. If the requirements listed in B. above are satisfied, we and the Boiler and Machinery insuring company(s) will make payments to the extent, and in the manner, described in the following:

- 1. We will pay, after your written request, the entire amount of loss that we have agreed as being covered by this Commercial Property coverage and one-half (1/2) the amount of loss that is in disagreement.
- 2. The Boiler and Machinery insuring company(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered by the Boiler and Machinery insurance and one-half (1/2) the amount of loss that is in disagreement.
- 3. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Adjustment Endorsement(s) of the Boiler and Machinery insurance company(s).
- 4. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no Boiler and Machinery insurance been in effect at the time of loss.

5. Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.

6. ADDITIONAL CONDITIONS

a. We and the Boiler and Machinery insuring company(s) agree to submit our differences to arbitration with 90 days after loss payment made under the terms of this endorsement.

b. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the Boiler and Machinery insuring company(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIABILITY ARISING OUT OF LEAD

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM
PART TWO - SAFEPAK[®] 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, cost, 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, neu-

tralize, 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.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - PROPERTY DAMAGE TO ELECTRONIC
DATA (COMPUTER SOFTWARE MANUFACTURER)**

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM

**A. PART TWO - SAFEPAK LIABILITY COVER-
AGE FORM, B. EXCLUSIONS** is amended by
addition of the following:

**t. Property Damage to Electronic Data
(Computer Software Manufacturer)**

"Property damage" to electronic data arising out of computer software programs:

(1) developed and manufactured by you;

(2) developed by you and manufactured by others under a contract; or

(3) developed by others and manufactured by you under a contract.

B. Paragraph **f.** of the definition of "Insured Contract" additionally does not include any licensing, franchising or similar agreement with respect to the manufacturing and or development of computer software programs.



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READ YOUR POLICY CAREFULLY

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PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM

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

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

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

A. COVERAGE

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

1. Covered Property

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

- a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:
 - (1) completed additions;
 - (2) all garages, storage buildings and other structures that pertain to your business;
 - (3) fixtures, including outdoor fixtures;
 - (4) permanently installed:
 - (a) machinery; and
 - (b) equipment;
 - (5) your personal property in apartments or rooms furnished by you as landlord;
 - (6) 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;
 - (7) 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 1,000 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 at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises, 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 **E. PROPERTY LOSS CONDITIONS, 5. Loss Payment, d.(3)**;
 - (3) tenants' 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 for which you have a contractual responsibility to insure, unless otherwise provided for under paragraph **A.1.b.(2)**; and
 - (5) tools and equipment owned by your employees, which are used in your business operations.

2. Property Not Covered

Covered Property does not include:

- a. aircraft, automobiles, motor trucks and other vehicles subject to motor vehicle registration;
- b. "money" or "securities" except as provided in the:
 - (1) Money and Securities Additional Coverage; or
 - (2) Employee Dishonesty (including ERISA) Additional 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;
- e. the following property while outside of buildings:
 - (1) fences, trees, shrubs, and plants (other than those held for sale or sold but not delivered);
 - (2) outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers; or
 - (3) signs (other than signs attached to buildings)

except as provided in the:

- (a) Additional Coverage for **Outside Signs**; or
- (b) Coverage Extension for **Outdoor Property**;

- f. watercraft (including motors, equipment and accessories) while afloat;
- g. accounts, bills, deeds, food stamps, other evidences of debt, accounts receivable or "valuable papers and records," except as otherwise provided in the Additional Coverage for "**Valuable Papers and Records**" or elsewhere in this Policy;
- h. the cost to research, replace or restore the information on "valuable papers and records," including those which exist on electronic or magnetic media, except as provided in the Additional Coverages for "**Valuable Papers and Records**," **Data and Software**, and **Loss Data Preparation**;
- i. exterior and interior glass, except:
 - (1) glass building blocks; and
 - (2) as provided in the Additional Coverage for **Building Glass**;

3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- a. excluded in section **B., Exclusions**; or
- b. limited in paragraph **A.4., Limitations**;

that follow.

4. Limitations

- a. We will not pay for loss of or damage to:
 - (1) The interior of any building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (a) i. 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
 - ii. the loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
 - (b) Live animals or birds are covered only if:
 - i. they are inside the building; and
 - ii. they are owned by others and boarded by you, or owned by you and held for sale or sold but not delivered.

And then we will pay only if they are killed, or their destruction is made necessary by any of the "specified causes of loss," building glass breakage or they are stolen.

- (2) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

- (3) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - (4) Property that is missing, but there is no physical evidence to show what happened to it, such as shortage disclosed on taking inventory. This limitation does not apply to the Additional Coverage for **Money and Securities**.
 - (5) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- b. With respect to glass (other than glass building blocks) that is part of the interior of a building or structure, or part of an outdoor sign, we will not pay more than \$1,000 for the total of all loss or damage in any one occurrence. Subject to the \$1,000 limit on all loss or damage, we will not pay more than \$100 for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter.

This Limitation does not apply to loss or damage by the "specified causes of loss," except vandalism.

- c. We will not pay for loss of or damage to fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken, unless caused by the "specified causes of loss" or building glass breakage. This restriction does not apply to:
- (1) glass that is part of the interior of a building or structure;
 - (2) containers of property held for sale; or
 - (3) photographic or scientific instrument lenses.
- d. For loss or damage by theft, the following types of property are covered only up to the limits shown:
- (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

Unless otherwise stated, payments made under the following Additional Coverages will not increase the applicable Limits of Insurance.

a. Accounts Receivable

- (1) This Additional Coverage applies only when a Limit of Insurance for Business Personal Property is shown in the Declarations. 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 Additional Coverage for the sum of all loss and damage resulting from any one occurrence per described premises is \$25,000, 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 \$25,000 in any one occurrence.

- (3) Section **B. Exclusions** of this Coverage Form 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.g., Dishonesty**;
- (e) paragraph **B.2.h., False Pretenses**;
- (f) paragraph **B.3.**; and
- (g) the **Accounts Receivable** and **"Valuable Papers and Records"** Exclusions.

b. Arson and Theft Reward

We will pay a reward of \$10,000 for information leading to:

- (1) an arson conviction in connection with a covered fire or explosion loss; or
- (2) a theft conviction in connection with a covered theft loss.

This is the most we will pay for any one occurrence under this Policy or any combination of policies.

The amount payable under this Additional Coverage is in addition to the Limits of Insurance. No deductible applies to this Additional Coverage.

c. Collapse

- (1) We will pay for direct physical loss or damage to Covered Property caused by collapse of a building or any part of a building insured under this Policy, if the collapse is caused by one or more of the following:

- (a) the "specified causes of loss" or breakage of building glass, all only as insured against in this Policy;
- (b) hidden decay;
- (c) hidden insect or vermin damage;

- (d) weight of people or personal property;
 - (e) weight of rain that collects on a roof; and
 - (f) use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in **d.(1)(a)** through **d.(1)(e)**, we will pay for the loss or damage even if use of defective material or methods in construction, remodeling or renovation, contributes to the collapse.
- (2) If the direct physical loss or damage does not involve collapse of a building or any part of a building, we will pay for loss or damage to Covered Property caused by the collapse of personal property only if:
- (a) the personal property which collapses is inside a building insured under this Policy; and
 - (b) the collapse was caused by a cause of loss listed in **d.(1)(a)** through **d.(1)(f)** above.
- (3) 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 the collapse is caused by a cause of loss listed in **d.(1)(b)** through **d.(1)(f)**, we will pay for loss or damage to that property only if such loss or damage is a direct result of the collapse of a building insured under this Policy and the property is Covered Property under this Policy.

- (4) Collapse does not include settling, cracking, shrinkage, bulging or expansion.

d. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:
- (a) the date of direct physical loss or damage; or
 - (b) the end of the policy period.

(2) The most we will pay under this Additional Coverage is 25% of:

- (a) the amount we pay for the direct loss or damage; plus
- (b) the deductible in this Policy applicable to that loss or damage.

But this limitation does not apply to any additional debris removal limit provided in paragraph (4) below.

(3) This Additional Coverage does not apply to costs to:

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

(4) If:

- (a) the sum of loss or damage and debris removal expense exceeds the Limit of Insurance; or
- (b) the debris removal expense exceeds the amount payable under the 25% Debris Removal coverage limitation in paragraph (2) above;

we will pay up to an additional \$25,000 for each location in any one occurrence under the **Debris Removal** Additional Coverage.

e. 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 \$15,000 for your liability for fire department service charges:

- (1) assumed by contract or agreement prior to loss; or
- (2) required by local ordinance.

f. Fire Extinguisher System Recharge Expense

We will pay to cover your expenses for recharge, of your hand-held fire extinguishers when they are emptied while fighting fire.

g. Money and Securities

(1) 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 having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- (a) theft, meaning any act of stealing;
- (b) disappearance; or
- (c) destruction.

(2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:

- (a) resulting from accounting or arithmetical errors or omissions;
 - (b) due to the giving or surrendering of property in any exchange or purchase; or
 - (c) of property contained in any "money"-operated device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device.
- (3) The most we will pay for loss in any one occurrence is:
- (a) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while
 - (i) in or on the described premises; or
 - (ii) within a bank or savings institution; and
 - (b) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.
- (4) All loss:
- (a) caused by one or more persons; or
 - (b) involving a single act or series of related acts;
- is considered one occurrence.
- (5) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

h. 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.

i. Theft Damage to Building

We will pay for loss or damage directly resulting from theft or burglary to a building you occupy as a tenant, and for such loss or damage to the following kinds of property in that building:

- (1) covered personal property that is used to maintain or service the building; and
- (2) covered personal property, if you are legally liable for such loss or damage.

But, we will not pay for such loss or damage:

- (3) caused by or resulting from fire or explosion;
- (4) to property away from the described premises; or

- (5) to glass (other than glass building blocks), glass lettering or glass ornamentation.

This Additional Coverage applies only to premises you occupy both:

- (a) as a tenant; and
- (b) under a lease that makes you responsible for such loss or damage.

j. Water Damage, Other Liquids, Powder or Molten Material Damage

If loss or damage caused by or resulting from a covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

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.

k. Business Income

- (1) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration." The suspension must be caused by direct physical loss of or damage to 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 includes the area within 1,000 feet of the site at which the described premises are located.

We will only pay for loss of Business Income that occurs within 12 consecutive months after the date of direct physical loss or damage.

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; and
 - (ii) continuing normal operating expenses incurred, including payroll.
- (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 days after the date determined in **(a)(i)** above.

(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) This Additional Coverage is not subject to the Limits of Insurance.

I. Business Income Extension for Web sites

We will pay for loss of Business Income you sustain due to the necessary interruption of business operations on your Web site, caused by or resulting from direct physical loss of or damage to the premises of a vendor acting as your Web site's host or your internet service provider.

Such interruption must be caused by or result from a Covered Cause of Loss.

We will only pay for loss you sustain during the seven (7) day period immediately following the first twelve (12) hours after the Covered Cause of Loss occurs.

This coverage applies only:

- (a)** if you have a back-up copy of your Web site stored at a location other than that of either the Web site's host or the internet service provider; and
- (b)** to the extent that Business Income is permanently lost.

The most we will pay under this Additional Coverage, for the sum of all loss and damage as a result of any one occurrence, is \$10,000.

m. 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 includes the area within 1,000 feet of the site at which the described premises are located.

(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. These costs do not include costs necessary to repair or replace damaged stock and equipment.
- (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 **k. Business Income**.

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.

n. 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 caused by or resulting from any Covered Cause of Loss.

The most we will pay under this Additional Coverage, for the sum of all loss of Business Income as a result of any one occurrence, is \$25,000.

- (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, communication 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) 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; and

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

- (6) The Business Income coverage period, as stated in paragraph (5), 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.

- (7) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income from Dependent Properties Additional Coverage.

o. 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 earlier of:

- (1) the date of direct physical loss or damage; or
- (2) the end of the policy period.

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.

p. Civil Authority

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

This Additional Coverage applies, for a period of up to 30 consecutive days, beginning on the date that the action by civil authority occurs.

q. Money Orders and Counterfeit Paper Currency

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

- (1) any United States or Canadian post office, express company, or national or state (or Canadian) chartered bank money order that is not paid upon presentation to the issuer; or
- (2) counterfeit United States or Canadian paper currency that is acquired during the regular course of business.

The most we will pay for any loss under this additional coverage is \$10,000.

r. Forgery and 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) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$10,000.

s. Ordinance or Law

(1) Coverages

(a) Coverage A - Coverage for Loss to the Undamaged Portion of the Building or Tenants' Improvements and Betterments

If a Covered Cause of Loss occurs to a covered building property or business personal property, we will pay for loss to the undamaged portion of the building or tenants' improvements and betterments caused by enforcement of any ordinance or law that:

- (i) requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- (ii) regulates the construction or repair of buildings or tenants' improvements and betterments, or establishes zoning or land use requirements at the described premises; and
- (iii) is in force at the time of loss.

Coverage A is included within the Limit of Insurance applicable to the covered building property or business personal property shown in the Declarations. This is not additional insurance.

(b) Coverage B - Demolition Cost Coverage

If a Covered Cause of Loss occurs to covered building property or business personal property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

(c) Coverage C - Increased Cost of Construction Coverage

If a Covered Cause of Loss occurs to covered building property or business personal property, we will pay the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use or ordinance or law. If the property is repaired or rebuilt, it must be intended for a similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

However, we will not pay for the increased cost of construction if the building or tenants' improvements and betterments is not repaired or replaced.

- (2) We will not pay under this endorsement for 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."
- (3) Under **Coverage A - Coverage for Loss to the Undamaged Portion of the Building or Tenants' Improvements and Betterments:**
 - (a) If the Replacement Cost Coverage Option applies and the property is repaired or replaced, on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - (i) the amount you actually spend to repair, rebuild or reconstruct the building or tenants' improvements and betterments, but not for more than the amount it would cost to restore the building or tenants' improvements and betterments on the same premises and to the same height, floor area, style and comparable quality to the original property insured; or
 - (ii) the Limit of Insurance applicable to the covered Building Property or Business Personal Property.
 - (b) (i) if the Replacement Cost Coverage Option applies and the property is not repaired or replaced; or
 - (ii) if the Replacement Cost Coverage Option does not apply:

we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

 - (1) the actual cash value of the building or tenants' improvements and betterments at the time of loss; or
 - (2) the Limit of Insurance applicable to the covered building property or business personal property.
- (4) We will not pay more under **Coverage B - Demolition Cost Coverage** than the lesser of the following:
 - (a) the amount you actually spend to demolish and clear the site of the described premises; or
 - (b) \$25,000.
- (5) (a) We will not pay under **Coverage C - Increased Cost of Construction Coverage:**
 - (i) until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) unless the repairs or replacements are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (b) If the building or tenants' improvements and betterments is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **C** is the lesser of:
 - (i) the increased cost of construction at the same premises; or
 - (ii) \$25,000.
- (c) If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **C** is the lesser of:
 - (i) the increased cost of construction at the same premises; or
 - (ii) \$25,000.
- (6) The terms of this additional coverage apply separately to each building or business personal property to which this Policy applies.
- (7) This Additional Coverage does not apply to buildings insured on an Actual Cash Value (ACV) basis.

t. Building Glass

We will pay for direct physical loss of or damage to glass, including all lettering and ornamentation, that is:

- (1) part of the exterior of a covered building or structure at the described premises; or
- (2) permanently affixed to the interior walls, floors or ceilings at the described premises.

This **Building Glass** Additional Coverage does not include coverage for Stained Glass.

- (1) The glass must be owned by you, or owned by others but in your care, custody or control. We will also pay for necessary:
 - (a) expenses incurred to put up temporary plates or board up openings;
 - (b) repair or replacement of encasing frames; and
 - (c) expenses incurred to remove or replace obstructions.
- (2) Paragraph **A.3.**, **Covered Causes of Loss**, and Section **B.**, **Exclusions**, do not apply to this Additional Coverage, except for:
 - (a) paragraph **B.1.b.**, **Earth Movement**;
 - (b) paragraph **B.1.c.**, **Governmental Action**;
 - (c) paragraph **B.1.d.**, **Nuclear Hazard**; and
 - (d) paragraph **B.1.f.**, **War and Military Action**; and
 - (e) paragraph **B.1.g.**, **Water**.
- (3) We will not pay for loss or damage caused by or resulting from:
 - (a) wear and tear;

- (b) hidden or latent defect;
 - (c) corrosion; or
 - (d) rust.
- (4) The most we will pay under this Additional Coverage is the Building Limit of Insurance shown in the Declarations.

However, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building Property, the most we will pay under this Additional Coverage is \$25,000.

u. Water Backup of Sewers and Drains

We will pay for the loss or damage to Covered Property caused by or resulting from water that backs up from a sewer or drain. This coverage is included within the Covered Property Limits of Insurance.

THIS IS NOT FLOOD INSURANCE. We will not pay for water or other materials that back up from any sewer or drain as a direct or indirect result of any flood. This exclusion applies regardless of the cause, duration, and extent of the flood, and regardless of its proximity to Covered Property. As used in this Additional Coverage, flood includes any accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not, that enters, impedes, obstructs, deposits debris or sediment in, or overloads a sewer or drain system.

v. Business Computer Coverage

This Additional Coverage applies to loss or damage by a Covered Cause of Loss anywhere in the Coverage Territory to:

- (1) your electronic data processing, electronic word processing and electronic telecommunications equipment, including their component parts;
- (2) electronic data processing, recording or storage "media" such as films, tapes, disks, drums or cells;
- (3) "data" stored on such "media," including your costs to research, replace or restore "data" or "software" which exists or existed on electronic or magnetic "media" that is lost or damaged as a result of direct physical loss or damage to business computers at the described premises; and
- (4) programming records, used for electronic data processing or electronically controlled equipment.

Electrical Apparatus Exclusion B.2.a. and Mechanical Breakdown Exclusion B.2.d.(6) in the Policy do not apply to this Coverage Extension, however a deductible of \$500 per occurrence applies to losses resulting from:

- (a) mechanical failure, faulty construction, or error in design of the Covered Property;
- (b) short circuit, blow-out or other electric or magnetic disturbance, other than lightning, within electrical equipment, apparatus or devices;
- (c) any repairing, servicing or processing operation; or

- (d) damage to the Data or Media when data processing equipment or word processing equipment breaks down or malfunctions while Data or Media is being run through the system.

The most we will pay under this Coverage Extension is \$25,000 in any one occurrence at each described location. This amount is in addition to the Limits of Insurance.

w. Loss Data Preparation

The insurance under this Additional Coverage will be in addition to the applicable Limits of Insurance.

In the event of covered loss or damage, we will pay the reasonable expenses you incur in preparing claim data when we require it. This includes the cost of taking inventories, making appraisals, preparing income tax statements, claim or suit investigation costs (not including attorneys' fees or other litigation costs), auditing of business records and preparing other documentation to show the extent of loss.

The most we will pay for loss data preparation under this Extension is \$10,000. We will not pay for any expenses incurred, directed or billed by or payable to claim adjusters, or lawyers or their associates or subsidiaries or any costs provided by **E. Property Loss Condition, 2. Appraisal.**

x. Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, and we take all or part of that property at an agreed or appraised value, we will pay for:

- (1) Expenses you incur to:
 - (a) stamp the word "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
 - (b) remove the brands and labels to comply with applicable law, if doing so will not physically damage the merchandise or its containers.
- (2) Any reduction in the salvage value of the physically damaged merchandise as the result of the removal of the brand or label.

The payment of these expenses under this Additional Coverage is included within the Business Personal Property Limit of Insurance.

y. Computer Fraud

We will pay for direct physical loss of or damage to "money," "securities" and "other property" resulting directly from the use of any computer to cause a fraudulent transfer of that property from inside your premises or from a "banking premises," to a person (other than a "messenger") outside those premises or to a place outside those premises.

The most we will pay for this Additional Coverage is \$5,000 in any one occurrence. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this Policy for this Coverage.

z. Fine Arts

We will pay for physical loss of or damage to Covered Property that is Fine Arts, directly caused by a Covered Cause of Loss, if the Fine Arts are:

- (1) your Covered Property; or
- (2) property of others which is in your care, custody or control.

Fine Arts means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver, manuscripts, porcelains, rare glass, bric-a-brac and similar property of rarity, historical value or artistic merit.

For purposes of this Additional Coverage, Fine Arts will be valued at their market value at the time the loss or damage occurs. The most we will pay under this Additional Coverage is \$10,000 for the sum of all loss and damage as a result of any one occurrence, at each described premises.

aa. Laptop Computers - Worldwide Coverage

We will pay for direct physical loss of or damage to laptop, palmtop, and similar portable computer equipment and their accessories anywhere in the world, including while in transit, if such loss or damage results directly from a Covered Cause of Loss.

However, we will not pay under this Additional Coverage for any loss or damage caused by, resulting from, or arising out of the loss or theft of any property while it is in transit as checked baggage.

The most we will pay under this Additional Coverage for the sum of all loss and damage resulting from a single occurrence is \$5,000.

bb. (1) Utility Services - Direct Damage

We will pay for direct physical loss or damage to Covered Property caused by the interruption of water supply service, communication service or power supply service to a covered premises described in the Declarations. To be insured under this Additional Coverage, the interruption must result from direct physical loss or damage by a Covered Cause of Loss to one or more of the following kinds of property not on the described premises:

- (a) Water Supply Service Property, meaning the following types of property supplying water to the described premises:
 - (i) pumping stations; and
 - (ii) water mains.
- (b) Communication Service Property, meaning property supplying communication services, including telephone, radio, microwave, or television services, to the described premises. Communication Service Property includes:
 - (i) communication transmission lines;
 - (ii) coaxial cables; and

(iii) microwave radio relays.

However, Communication Service Property does not include any satellites.

(c) Power Supply Service Property, meaning the following types of property supplying electricity, steam or gas power to the described premises:

(i) power generating plants;

(ii) switching stations;

(iii) substations;

(iv) transformers; and

(v) transmission lines, conduit, and pipe.

The most we will pay under this Additional Coverage, for the sum of all loss and damage, resulting from any one occurrence is \$10,000.

(2) Utility Services - Business Income

We will pay for actual loss of Business Income you sustain due to an interruption of water supply service, communication service or power supply service to a covered premises described in the Declarations. To be insured under this Additional Coverage, the interruption must result from direct physical loss or damage by a Covered Cause of Loss to one or more of the following kinds of property not on the described premises:

(a) Water Supply Service Property, meaning the following types of property supplying water to the described premises:

(i) pumping stations; and

(ii) water mains.

(b) Communication Service Property, meaning property supplying communication services, including telephone, radio, microwave, or television services, to the described premises. Communication Service Property includes:

(i) communication transmission lines;

(ii) coaxial cables; and

(iii) microwave radio relays.

However, Communication Service Property does not include any satellites.

(c) Power Supply Service Property, meaning the following types of property supplying electricity, steam or gas power to the described premises:

(i) power generating plants;

(ii) switching stations;

(iii) substations;

(iv) transformers; and

(v) transmission lines, conduit, and pipe.

The most we will pay under this Additional Coverage, for the sum of all loss and damage, resulting from any one occurrence is \$25,000.

cc. Pairs or Sets

We will pay for any reduction in value of the undamaged parts of pairs or sets, if pairs or sets of "stock" are damaged by a Covered Cause of Loss. This Additional Coverage is included within the Business Personal Property Limit of Insurance.

dd. Personal Property of Others

We will pay for personal property of others that is in your care, custody or control. However, our payment for loss of or damage to Personal Property of others will only be for the account of the owner of the property.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all loss and damage as the result of any one occurrence, at each described premises.

ee. Certain Property at Other Premises

The insurance that applies to your Business Personal Property and your "Valuable Papers and Records" is hereby extended to apply:

- (1) at any premises not described in the Declarations; and
- (2) to property you have sold under an installation agreement and for which your responsibility for risk of loss continues until the property is accepted by the customer.

This Additional Coverage does not apply to:

- (a) property in the care, custody or control of your salespersons;
- (b) property at any fair or exhibition;
- (c) property in transit; or
- (d) property temporarily stored at any premises not described in the Declarations.

The most we will pay for this Additional Coverage is \$10,000 for the sum of all loss and damage resulting from a single occurrence. This Limit of Insurance is in addition to any other Limit of Insurance that may apply to the same loss or damage.

ff. Salespersons' Samples

We will pay for physical loss of or damage to:

- (1) samples of your "stock" in trade (including its containers); and
- (2) samples of others' "stock" in trade;

but only if the loss or damage is directly caused by a Covered Cause of Loss while such property is in:

- (a) your physical custody and control while acting as a sales representative or agent;
or

- (b) the physical custody and control of your sales representative or agent.

The most we will pay under this Additional Coverage for the sum of all loss or damage as a result of a single occurrence is \$5,000. This Limit of Insurance is in addition to any other Limit of Insurance that may apply to the same loss or damage.

gg. Loss of Refrigeration, Change in Temperature or Humidity

(1) Limit of Insurance

The most we will pay under this Additional Coverage for the sum of all loss and damage resulting from any one occurrence is \$10,000.

(2) Coverage

We will pay for physical loss of or damage to Business Personal Property caused by change in temperature or humidity resulting directly from any of the following:

- (a) fluctuation or total interruption of electrical power on the insured premises, resulting from conditions beyond your control.
- (b) mechanical breakdown of any refrigerating or cooling apparatus or equipment, including the blowing of any fuse, fuses or circuit breakers.
- (c) the freezing of perishable "stock" resulting from the faulty operation of any stationary heating plant, when such perishable "stock" is within a building on the insured premises.

(3) Exclusions

In addition to the exclusions in **B. Exclusions**, of **PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM**, we will not pay under this Additional Coverage for loss caused directly or indirectly by any of the following:

- (a) explosion, rupture or bursting of:
 - (i) water pipes; or
 - (ii) steam boilers, steam pipes, steam turbines or steam engines if owned or leased by you, or if operated by you or under your direction or control;
- (b) the actual disconnection of any refrigeration units from the source of electrical power, or the termination of electrical power caused by throwing or turning-off of any switch or other device on the insured premises usual to the shutting-off of electrical current or electrical power;
- (c) the leaking or escape of refrigerant from any cause, including the rupture or bursting of any refrigerant pipe or line;
- (d) the cracking or breaking of any glass that is a permanent part of any refrigeration unit;
- (e) insufficient fuel or complete lack of fuel used in the normal operation of a stationary heating plant; or
- (f) interruption of business or other indirect or consequential loss beyond direct physical loss or damage to your property.

hh. Transportation in Custody of a "Carrier" or Bailee for Hire

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss when the Covered Property is in due course of transit at your risk, in the custody of a "carrier" or bailee for hire.

For purposes of this Additional Coverage, coverage applies until the property is delivered at its destination. If the property is not delivered, we will pay the cost of returning the property to you. This Additional Coverage also applies to the property while held temporarily by the receiver or carrier, awaiting return to you.

Under this Additional Coverage, Covered Property does not include:

- (1) accounts, bills, currency, deeds, evidences of debt, "money," notes, "securities," or other commercial papers or documents of value;
- (2) bullion, gold, silver, platinum or other precious alloys or metals; furs, fur garments; jewelry, watches, precious or semi-precious stones, works of art or similar valuable property;
- (3) any vehicle carrying the property, or any intermodal container containing the property;
- (4) live animals, birds or fish;
- (5) property while afloat or waterborne (other than while on regular ferries or railroad car floats);
- (6) property while covered by Ocean Marine Insurance, whether such insurance is collectible or not;
- (7) property in the care, custody or control of your salespersons.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all loss and damage as a result of a single occurrence. This Limit of Insurance is in addition to any other Limit of Insurance that may apply to the same loss or damage.

ii. Outdoor Signs (Attached to Buildings)

- (1) We will pay for direct physical loss of or damage to each outdoor sign at each premises described in the Declarations, up to the respective full value of each lost or damaged outside sign, if the outdoor sign is:
 - (a) owned by you; or
 - (b) owned by others but in your care, custody or control.
- (2) Paragraph **B., Exclusions**, do not apply to this Additional Coverage, except for:
 - (a) paragraph **B.1.c., Governmental Action**;
 - (b) paragraph **B.1.d., Nuclear Hazard**; and
 - (c) paragraph **B.1.f., War and Military Action**.
- (3) In addition to the exclusions specified in (2), above, we also will not pay for loss or damage caused by or resulting from:

- (a) wear and tear;
 - (b) hidden or latent defect;
 - (c) rust;
 - (d) corrosion; or
 - (e) mechanical breakdown.
- (4) This Additional Coverage is in addition to any recoverable Limits of Insurance applicable to Building or Personal Property.

jj. Employee Dishonesty (including ERISA)

- (1) We will pay for direct loss of or damage to Business Personal Property, including "money" and "securities," resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
- (a) cause you to sustain loss or damage; and also
 - (b) obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (i) any employee; or
 - (ii) any other person or organization.
- (2) We will not pay for loss or damage:
- (a) Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons.
 - (b) The only proof of which as to its existence or amount is:
 - (i) an inventory computation; or
 - (ii) a profit and loss computation.
- (3) The most we will pay for loss or damage in any one occurrence is \$10,000, unless a higher Limit of Insurance for Employee Dishonesty is shown in the Declarations.
- (4) All loss or damage:
- (a) caused by one or more persons; or
 - (b) involving a single act or series of related acts;
- is considered one occurrence.
- (5) We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this Policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- (6) This Additional Coverage does not apply to any employee immediately upon discovery by:
 - (a) you; or
 - (b) any of your partners, officers or directors not in collusion with the employee; of any dishonest act committed by that employee before or after being hired by you.
- (7) We will pay only for covered loss or damage discovered no later than one year from the end of the Policy Period;
- (8) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - (a) this Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (b) the loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- (9) The insurance under paragraph 8. above is part of, not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - (a) this Additional Coverage as of its effective date; or
 - (b) the prior insurance, had that prior insurance remained in effect.

6. Coverage Extensions

In addition to the Limits of Insurance, you may extend the insurance provided by this Policy as follows.

Except as otherwise stated, the following Coverage Extensions apply to property located in or on the building at the described premises or in the open (or on a vehicle) within 1,000 feet of the described premises.

a. Garages, Storage Buildings and Other Structures - Business Personal Property

You may extend the insurance that applies to Business Personal Property to Business Personal Property located in garages, storage buildings and other structures at the described premises.

The most we will pay for loss or damage under this Coverage Extension is 10% of the Business Personal Property limit shown in the Declarations, but not more than \$5,000 at each described premises.

b. Newly Acquired or Constructed Property

- (1) You may extend the insurance that applies to Buildings to apply to:

- (a) your new buildings or additions while being built on the described premises, or newly acquired premises, including materials, equipment, supplies and temporary structures, on or within 1,000 feet of the premises; and
- (b) buildings you acquire at locations other than the described premises intended for:
 - (i) similar use as Building described in the Declarations; or
 - (ii) use as a warehouse.

The most we will pay for loss or damage under this Extension is 25% of your Building Limits shown in the Declarations, but not more than \$1,000,000 for each building, whichever is less.

(2) Your Business Personal Property

- (a) When a Limit of Insurance is shown in the Declarations for Business Personal Property, you may extend that insurance to apply to such property at a premises you newly acquire.

The most we will pay for the sum of all loss and damage resulting from a single occurrence under this Coverage Extension is \$500,000 at each premises.

(3) Business Income and Extra Expense

If Business Income and/or Extra Expense Coverages are provided under this Policy, you may extend such insurance to apply to your business income and/or extra expense at any premises you acquire.

The most we will pay for the total of all loss of Business Income and Extra Expense as the result of any one occurrence at any one premises is \$500,000.

- (4) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (a) this Policy expires;
- (b) 90 days expire after you acquire or begin construction at the new premises; or
- (c) you report values to us.

We will charge you additional premium for values reported from the day construction begins or you acquire the property.

c. Personal Effects

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

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

Such property must be located on a premises described in the Declarations. This property is not covered if it is already insured elsewhere. If this protection is used to cover someone else's property, we can settle all losses with you and make all payments to you.

The most we will pay under this Coverage Extension for the sum of all loss and damage resulting from a single occurrence at each described premises is \$25,000.

d. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities," while:

- (1) it is in course of transit; or
- (2) temporarily at a premises you do not own, lease or operate; or
- (3) in or on, but not permanently attached to or installed in, motor vehicles operated by your employees in the course of your business operations.

The most we will pay for the sum of all loss and damage resulting from a single occurrence under this section of the Coverage Extension is \$25,000.

We will pay up to the amount of insurance listed in the Declarations.

e. Outdoor Property

- (1) You may extend the insurance provided by this Policy to apply to your outdoor fences, signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss:

- (a) fire;
- (b) lightning;
- (c) explosion;
- (d) riot or civil commotion; or
- (e) aircraft.

The most we will pay for the sum of all loss and damage resulting from a single occurrence under this Coverage Extension is \$25,000, and not more than \$1,000 for any one tree, shrub or plant, whichever is less.

- (2) You may extend the insurance provided by this Policy to apply to your radio and television antennas (including satellite dishes) including debris removal expense, caused by or resulting from:

- (a) fire;
- (b) lightning;
- (c) windstorm;
- (d) ice, snow, sleet or hail;
- (e) explosion;
- (f) riot or civil commotion; or

(g) aircraft.

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

f. "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 lost information on "valuable papers and records" for which duplicates do not exist.
- (2) The most we will pay under this Coverage Extension for the sum of all loss and damage to "valuable papers and records" as a result of any one occurrence at the described premises is \$25,000.

For "valuable papers and records" not at the described premises, the most we will pay for the sum of all loss and damage resulting from a single occurrence is \$25,000.

- (3) Section **B. Exclusions** of this Coverage Form 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.g., Dishonesty**;
 - (e) paragraph **B.2.h., False Pretense**; and
 - (f) the **Accounts Receivable** and **"Valuable Papers and Records"** Exclusions.

g. Water Under the Ground

We will pay for the loss or damage caused by or resulting from water under the ground surface, pressing on or flowing or seeping through:

- (1) foundations, walls, floors or paved surfaces;
- (2) basements, whether paved or not; or
- (3) doors, windows or other openings.

We will not pay more than \$25,000 under this Coverage Extension for the sum of all loss and damage that results from any one occurrence.

h. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) the trailer is used in your business;
 - (b) the trailer is in your care, custody or control at the premises described in the Declarations; and

- (c) you have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) while the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) during hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

B. EXCLUSIONS

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

a. Ordinance or Law

The enforcement of any ordinance or law:

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

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

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

b. Earth Movement

- (1) earthquake, including any earth sinking, rising or shifting related to such event;
- (2) landslide, including any earth sinking, rising or shifting related to such event;
- (3) mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in 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.

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.

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

e. Utility Services Failure

The failure of power or other utility service supplied to the described premises, however caused, if the cause of the failure occurs away from the described premises.

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

f. War and Military Action

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

g. Water

- (1) flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(2) mudslide or mud flow;

But if Water, as described in paragraphs (1) and (2) results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

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

a. Electrical Apparatus

Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electrical current results in fire, we will pay for loss or damage caused by fire .

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. Other Types of Loss

(1) wear and tear;

(2) rust, corrosion, fungus, decay, deterioration, wet or dry rot, mold, spore or 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; or

(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 **B.2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

e. 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.

f. 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 water supply if the heat is not maintained.

g. Dishonesty

Dishonest or criminal act(s) by you, anyone else with an interest in the property, or any of your or their partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

- (1) acting alone or in collusion with others; or
- (2) whether or not occurring during the hours of employment.

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

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

h. 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.

i. Exposed Property

Rain, snow, sand, dust, ice or sleet to personal property in the open, except as provided in the Coverage Extension for outdoor property.

j. Collapse

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

k. Pollution

We will not pay for loss or damage caused by or resulting from the discharge, or dispersal, seepage, migration, release or escape of "pollutants" unless the release, discharge or dispersal 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."

I. Loss Due to Virus or Bacteria

1. The exclusion set forth in paragraph 2. applies to all coverage under all forms and endorsements that comprise this Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
2. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus," wet or dry rot. Such loss or damage is addressed in a separate exclusion in this Policy.

3. With respect to any loss or damage subject to the exclusion in paragraph 2., such exclusion supercedes any exclusion relating to "pollutants."
4. The following provisions in this Policy are hereby amended to remove reference to bacteria:
 - (a) Exclusion of "Fungus," Wet Rot, Dry Rot and Bacteria; and
 - (b) Additional Coverage - Limited Coverage for "Fungus," Wet Rot, Dry Rot and Bacteria, including any endorsement increasing the scope or amount of coverage.
5. The terms of the exclusion in paragraph 2., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Policy.

3. We will not pay for loss or damage caused by or resulting from any of the following **B.3.a.** through **B.3.c.** But if an excluded cause of loss that is listed in **B.3.a.** through **B.3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather Conditions

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

b. Acts or Decisions

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;
of part or all of any property on or off the described premises.

4. Business Income and Extra Expense Exclusions

We will not pay for:

- a. Any Extra Expense, or increase of Business Income loss, caused by or resulting from:
 - (1) delay in rebuilding, repairing or replacing the property or resuming "operations," due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (2) suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations," we will cover such loss that affects your Business Income during the "period of restoration."
- b. Any other consequential loss.

5. Accounts Receivable and "Valuable Papers and Records" Exclusions

In addition to the exclusions shown in paragraphs B.1. through B.3., the following exclusions apply to the Accounts Receivable Additional Coverage and to the "Valuable Papers and Records" Coverage Extension:

- a. We will not pay for loss or damage caused by or resulting from electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:
 - (1) programming errors or faulty machine instructions;
 - (2) faulty installation or maintenance of data processing equipment or component parts;But we will pay for direct loss or damage caused by lightning.

- b. Applicable to "Valuable Papers and Records" only:

We will not pay for loss or damage caused by or resulting from errors or omissions in processing or copying. But we will pay for direct loss or damage caused by resulting fire or explosion.

- c. Applicable to Accounts Receivable only:

We will not pay for:

- (1) 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.

- (2) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.

- (3) 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 Limit of Insurance shown in the Declarations.
- 2. The Limits of Insurance applicable to the Coverage Extensions, and to the Additional Coverages for Accounts Receivable, Fire Department Service Charge, Fire Extinguisher Recharge and Pollutant Cleanup and Removal are in addition to the Limits of Insurance shown in the Declarations.

3. Building Limit - Automatic Increase

- a. The Limit of Insurance for Buildings will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) the Limit of Insurance for Building that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance for Building, times
 - (2) the percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) the number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance for Building, 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
 $\$100,000 \times .08 \times 146/365 = \$3,200.$

4. Business Personal Property Limit - Seasonal Increase

- a. The Limit of Insurance for Business Personal Property will automatically increase by 25% to provide for seasonal variations.
- b. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (1) the 12 months immediately preceding the date the loss or damage occurs; or
 - (2) the period of time you have been in business as of the date the loss or damage occurs.

D. DEDUCTIBLES

- 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.

2. Except as otherwise provided in 4., below, regardless of the amount of the Deductible shown in the Declarations, the most we will deduct from any loss or damage under all the Additional Coverages and Coverage Extensions in connection with any one occurrence is \$100.

But this \$100 Deductible will not increase the deductible amount shown in the Declarations. This \$100 Deductible will be applied towards the Deductible amount shown in the Declarations.

3. No deductible applies to the following Additional Coverages and Coverage Extensions:

- a. Fire Extinguisher Recharge;
- b. Preservation of Property;
- c. Fire Department Service Charge;
- d. Business Income, Extra Expense, Civil Authority and Extended Business Income;
- e. Arson and Theft Reward.

4. The deductible applicable to the Additional Coverage for **Money and Securities** is \$250.

5. No Deductible is applicable to the following Additional Coverages:

- a. **Employee Dishonesty (including ERISA)**
- b. **Fine Arts.**

6. Subject to 2., above, each deductible shall be applied separately but only to the respective coverage specified, and the total deductible for the sum of all loss and damage as the result of any one occurrence shall be the highest deductible amount that applies to that occurrence.

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 we submit to 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 expense necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property and records 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 2 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 **d.(1)(e)** below.
- b. We will give notice of our intentions within 30 days after we receive the sworn statement of loss.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. Except as provided in (2) through (9) 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 this Policy 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.
 - (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 cost of repair or replacement.
 - (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 replacements are made as soon as reasonably possible after the loss or damage.

- (e) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- (2) If the "Actual Cash Values - Building" 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) Property of others at the amount you are liable, plus the cost of labor, materials or services furnished or arranged by you on personal property of others, not to exceed the replacement cost.
- (4) The following property at actual cash value:
 - (a) used or second-hand merchandise held in storage or for sale;
 - (b) household contents, except personal property in apartments or rooms furnished by you as landlord;
 - (c) manuscripts; and
 - (d) works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.
- (5) Glass at the cost of replacement with safety glazing material if required by law.
- (6) 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.
- (7) "Valuable Papers and Records" including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:
 - (a) blank materials for reproducing the records; and
 - (b) labor to transcribe or copy the records.
- (8) Applicable only to the Optional Coverages:
 - (a) "money" and "securities":
 - (i) "money" at its face value; and

- (ii) "securities" at their value at the close of business on the day the loss is discovered.
- (9) The value of United States Government Internal Revenue taxes and custom duties and refundable state and local taxes paid or fully determined on the following property held for sale will not be considered in determining the value of Covered Property:
 - (a) distilled spirits;
 - (b) wines;
 - (c) rectified products; or
 - (d) beer.
- (10) Applicable to only 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 the 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 re-establish 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.

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 Limit of Insurance.

7. Resumption of Operations

In the event of loss or damage at the described premises you must resume all or part of your "operations" as quickly as possible.

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 (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 of a building, building means the entire building. Such building is vacant when 70% or more of its total square footage:

(i) is not rented; or

(ii) is not used to conduct customary operations.

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

b. Vacancy Provisions

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

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) vandalism;

(b) sprinkler leakage, unless you have protected the system against freezing;

- (c) building glass breakage;
 - (d) water damage;
 - (e) theft; or
 - (f) attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **(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 statement 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 do not 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 this form:

- 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. PROPERTY DEFINITIONS

- 1. **"Banking premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- 2. **"Carrier"** means a person or organization providing motor, rail or air transportation for compensation.
- 3. **"Computer"** means:
 - a. programmable electronic device that can 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.

4. **"Electronic media and records"** means the following, if owned by you or licensed to you and used in your business:
 - a. Media, meaning disks, tapes, film, drums, cells or other media which are used with electronically controlled equipment.
 - b. "Data," meaning information or facts stored on media described in paragraph a. above. "Data" includes "valuable papers and records" converted to "data."
 - c. "Computer" program, meaning a set of related electronic instructions which direct the operations and functions of a "computer" or a device connection to it, which enable the "computer" or device to receive, process, store, retrieve or send data.
 - d. Software, including systems and applications software.
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 may also serve as a "manager."
7. **"Money"** means:
 - a. currency, coins and bank notes, whether or not in current use; and
 - b. travelers checks, registered checks and money orders held for sale to the public.
8. **"Operations"** means your business activities occurring at the described premises and tenability of the described premises.
9. **"Other property"** means any tangible property, other than "money" and "securities," that has intrinsic value, but does not include any property excluded under this insurance.
10. **"Period of Restoration"** means the period of time that:
 - a. begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. ends on the earlier of:
 - (1) the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) the date when business is resumed at a new permanent location.

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

 - (1) regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) requires any insured or others to test for, monitor, cleanup, 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."

11. **"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.
12. **"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), whether or not in current use; and
 - b. evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

But "securities" does not include "money" or lottery tickets held for sale.

13. **"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 the cost of filling sinkholes.
 - 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 a structure, or property inside a building or structure unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.
14. **"Stock"** means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing and shipping.
 15. **"Valuable papers and records"** means:
 - a. Inscribed, printed, or written:
 - (1) documents;
 - (2) manuscripts; and
 - (3) records;including abstracts, books, deeds, drawings, films, maps or mortgages.

b. "Electronic media and records."

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

PART TWO - SAFEPAK® 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. 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 **C - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F - LIABILITY AND MEDICAL EXPENSES DEFINITIONS**.

A. COVERAGES

1. Business Liability

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury," "property damage," or "personal and advertising injury" to which this insurance applies. 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," "property damage," or "personal and advertising injury" to which this insurance does not apply. We may at our discretion, investigate any "occurrence" or 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 **D - LIABILITY AND MEDICAL EXPENSES 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 or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Coverage Extension - Supplementary Payments**.

b. This insurance applies to:

- (1) "Bodily injury" and "property damage" only if:
 - (a) the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (b) the "bodily injury" or "property damage" occurs during the policy period; and
 - (c) prior to the policy period, no insured listed under paragraph 1. of Section **C - 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" had

occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) "Personal and advertising injury" caused by an offense arising out of your business, but only if the offense is committed in the "coverage territory" during 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 **C - 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 **C - 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" includes damages claimed by any person or organization for care, loss of services or death resulting at any time from, the "bodily injury."
- f. **Coverage Extension - Supplementary Payments**

In addition to the Limit of Insurance 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) Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including the actual loss of earnings up to \$500 a day because of time off from work.
- (5) All costs taxed against the Insured in the "suit."
- (6) Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) 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 our Limit of Insurance.

The amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

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 **B.1.b.(2)** of **Exclusions**, 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:

- a. we have used up the applicable Limit of Insurance in the payment of judgments or settlements; or

- b. the conditions set forth above, or the terms of the agreement described in paragraph f. above are no longer met.

2. Medical Expenses

- 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 three years 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 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.

B. EXCLUSIONS

1. Applicable to Business Liability Coverage

This insurance does not apply to:

a. Expected or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent of the Insured with the expectation of inflicting "personal and advertising injury."

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 attorney 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 attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) causing or contributing to the intoxication of any person;
- (2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

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:

- (a) whether the Insured may be liable as an employer or in any other capacity; and
- (b) 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. Total Pollution Exclusion

- (1)** "Bodily injury," "property damage" or "personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
 - (a)** at or from or into 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 used to heat, cool or dehumidify that building, or that is used by that building's occupants or their guests to heat water for their personal use.
 - (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 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 contractor or subcontractor working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, cleanup, 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, cleanup, 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 of 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 51 feet long; and

(b) not being used to carry persons 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 the operation of any of the following equipment:
 - (a) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (b) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- (6) an aircraft that is:
 - (a) not owned by any insured, and
 - (b) hired, chartered or loaned with a paid crew.

However, the exception stated in subparagraph (6) does not apply if the Insured has any other insurance for such "bodily injury" or "property damage," whether the other insurance is primary, excess, contingent or on any other basis.

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 or revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury," "property damage," or "personal and advertising injury" due to the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) legal, accounting or advertising services;
- (2) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) supervisory, inspection or architectural and engineering services;
- (4) medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) any health or therapeutic service, treatment, advice or instruction;

- (6) any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) any:
 - (a) body piercing services (not including ear piercing);
 - (b) tattooing; including but not limited to the insertion of pigments into or under the skin; and
 - (c) similar services;
- (9) services in the practice of pharmacy; but this exclusion does not apply to an insured whose operations include those of a retail druggist or drugstore.

k. 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 contractor or subcontractor working directly or indirectly on your behalf is 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 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Property Rented to You as described in Section **D. LIABILITY AND MEDICAL EXPENSES 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.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

I. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. 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.

n. 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.

o. 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.

p. "Personal and Advertising Injury"

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the Insured with knowledge of its falsity.
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.
- (3) Arising out of a criminal act committed by or at the direction of the Insured.

- (4) Arising out of any breach of contract, except an implied contract to use another's advertising idea in your "advertisement."
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement."
- (6) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement."
- (7) Arising out of an offense committed by an insured whose business is:
 - (a) advertising, broadcasting, publishing or telecasting;
 - (b) designing or determining content of web-sites for others; or
 - (c) an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs **a.**, **b.**, and **c.** under the definition of "personal and advertising injury" in Section **F. LIABILITY AND MEDICAL EXPENSES.**

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

- (8) Arising out of an electronic chat room or bulletin board you host, own or over which you exercise control.
- (9) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement" of copyright, trade dress or slogan.
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.
- (11) Arising out of the violation of a person's right to privacy created by any state or federal act. However, this exclusion does not apply to liability for damages that the Insured would have in the absence of such state or federal act.
- (12) Arising out of:
 - (a) any "advertisement" on your web site for another person's or organization's goods or services;
 - (b) any link on your web site to another person's or organization's web site; or
 - (c) any content from another person's or organization's web site, displayed within a frame or border on your web site. Content includes information, code, text, sounds, graphics and/or images;
 - (d) any computer code, software or programming used to enable:
 - (i) your web site or the presentation; or
 - (ii) functionality of an "advertisement" or other content on your web site.
- (13) Arising out of a violation of any anti-trust law.

- (14) Arising out of any fluctuation in the price or value of any stock, bond, or other security.
- (15) Arising out of any discrimination or any humiliation, committed by or at the direction of any "executive officer," director, stockholder, partner, or member of the Insured.

q. 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.

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 other media which are used with electronically controlled equipment.

r. Employment-Related Practices

"Bodily injury" or "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;
 - (c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in paragraph (1)(a), (1)(b) or (1)(c) above is directed.

This exclusion applies:

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

s. Violation of Statutes That Govern E-Mails, Fax, Phone Calls, or Other Methods of Sending Material or Information

"Bodily injury" or "property damage" arising out of any act 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, or any regulation promulgated thereunder; or
- (2) the CAN-SPAM Act of 2003, including any amendment of or addition to such law, or any regulation promulgated thereunder; or
- (3) any other statute, ordinance or regulation that prohibits or limits the sending, transmitting, communicating or distributing of material or information.

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** do not apply to damage by fire, lightning or explosion to premises while rented to you, or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented to You Limit of Insurance applies to this coverage as described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE.**

2. Applicable to Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers."
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. 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. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Business Liability Coverage.

3. Applicable to Both Business Liability Coverage and Medical Expenses Coverage - Nuclear Energy Liability Exclusion

This insurance does not apply:

- a. Under Business 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 or Nuclear Insurance Association of Canada, 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 Medical Expenses 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 Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the "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.
- d. As used in this exclusion:
- (1) "Byproduct material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (2) "Hazardous properties" include radioactive, toxic or explosive properties;
 - (3) "Nuclear facility" means:
 - (a) any "nuclear reactor";
 - (b) any equipment or device designed or used for:
 - (i) separating the isotopes of uranium or plutonium;
 - (ii) processing or utilizing "spent fuel"; or
 - (iii) handling, processing or packaging "waste";
 - (c) any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - (4) "Nuclear material" means "source material," "special nuclear material" or "byproduct material";
 - (5) "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;

- (6) "Property damage" includes all forms of radioactive contamination of property.
- (7) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (8) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (9) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (10) "Waste" means any waste material:
 - (a) containing "byproduct 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 paragraphs (a) and (b) of the definition of "nuclear facility."

C. 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 your stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your 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), 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 **(1)(a)** above;
- (c) for which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in paragraphs **(1)(a)** or **(1)(b)**; or
- (d) arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who are pharmacists in your retail druggist or drugstore operation, they are insureds with respect to their providing or failing to provide professional health care services;

If you are not in the business of providing professional health care services, paragraph **(1)(d)** does not apply to any of your "employees" who is a physician, dentist, nurse, emergency medical technician or paramedic employed by you to provide such 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," 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 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 Policy.
- e. Any subsidiary corporation of which you own more than 50% of the voting stock at both:
 - (1) the beginning of the policy period of this Policy; and
 - (2) either:
 - (a) the date when the "bodily injury" or "property damage" occurs; or
 - (b) the date of the offense causing "personal and advertising injury,"whichever applies.

However, no such subsidiary corporation that is not specifically identified in the Declarations as a named insured is an insured with respect to any "bodily injury," "property damage," or "personal and advertising injury" for which that subsidiary is an insured under any other insurance, or for which that subsidiary would be an insured under other insurance but for that other insurance's termination or exhaustion of its applicable Limit of Insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you own more than 50% of the voting stock, will qualify as an insured if there is no other similar insurance available to that organization. However:
 - a. coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. coverage under this provision does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. With respect to "mobile equipment" registered in your name or under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. With respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft:
 - a. with your permission; and
 - b. in connection with the conduct of your business.

Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft in connection with the conduct of your business, and only if no other insurance of any kind is available to that person or organization for such liability.

However, no person or organization is an insured with respect to:

- a. "bodily injury" to a co-"employee" of the person operating the watercraft; or
 - b. "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this Policy.
-
6. **"Additional Insureds" When Required by Written Contract, Written Agreement or Permit**
 - a. The persons or organizations described in paragraphs **b.** through **g.** below are also insureds (and may also be referred to below as "additional insureds"), but only if:
 - (1) either:
 - (a) you have agreed, in a written contract to have such person or organization added as an "additional insured" under this Policy; or

- (b) a permit issued to you by a state or political subdivision requires such person or organization to be added as an "additional insured" under this Policy;

and

- (2) the "bodily injury," "property damage," or offense causing "personal and advertising injury" occurs subsequent to execution of the contract or agreement, or issuance of the permit.

A person's or organization's status as an "additional insured" under paragraphs **b.** through **g.** ends at the earlier of:

- (1) the end of the minimum period of time required by the contract or permit, or
- (2) the expiration of the policy period of this Policy.

No person or organization is an "additional insured" under paragraphs **b.** through **g.** if such person or organization is an insured by virtue of an endorsement issued by us and attached to this Coverage Form.

b. Vendors

Subject to **a.**, above, any person or organization that distributes or sells "your product" in the regular course of that person's or organization's business (referred to below as vendor) is an "additional insured," but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of that vendor's business, and only if this Coverage Form provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard."

- (1) No vendor is an insured with respect to any:
 - (a) "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) express warranty authorized by you;
 - (c) physical or chemical change in the product made intentionally by the vendor;
 - (d) repackaging, except when "your product" is unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
 - (f) demonstration, installation, servicing or repair of "your product," except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) product which, after distribution or sale by you, has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "bodily injury" or "property damage" arising out of the sole negligence of:

- (i) the vendor, or
- (ii) the vendor's employees or any other person or organization acting on its behalf.

However, paragraph (h) does not apply to:

- (i) the exceptions contained in subparagraphs (d) or (f); or
 - (ii) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product.
- (2) The coverage afforded for vendors under paragraph b. does not apply to any person or organization from whom you have acquired either such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. Lessors of Equipment

- (1) Subject to a., above, any person or organization from whom you lease equipment is an "additional insured," but only with respect to liability arising out of your maintenance, operation or use of equipment you lease from that person or organization.
- (2) No such person or organization is an "additional insured" as respects any:
 - (i) "occurrence" which takes place before the equipment lease begins or after the equipment lease expires, or
 - (ii) "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such person or organization.

d. Lessors of Land or Premises

- (1) Subject to a., above, any person or organization from whom you lease land or premises is an "additional insured," but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) No such person or organization is an "additional insured" as respects any:
 - (a) "occurrence" that takes place before you lease that land or premises; or
 - (b) "occurrence" that takes place after your lease ends; or
 - (c) structural alteration, new construction or demolition operation performed by or on behalf of such person or organization.

e. Architects, Engineers or Surveyors

- (1) Subject to a., above, any person or organization you engage as an architect, engineer, or surveyor is an "additional insured," 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:
 - (a) in connection with your premises; or
 - (b) in the performance of your ongoing operations.

- (2) No such person or organization is an "additional insured" with respect to any:
- (a) "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional service by or for you, including:
 - (i) the preparing, approving, or failing to prepare or approve, any maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
 - (ii) any supervisory, inspection, architectural or engineering activity.

f. Permits Issued by State or Political Subdivisions

- (1) Subject to **a.**, above, any federal, state, or local government or governmental agency that issues you a permit in connection with any one or more of the following activities at premises you, own, rent, or control and to which this insurance applies, is an "additional insured" as respects such activity(ies) at such premises:
- (a) the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist-away openings, sidewalk vaults, street banners, decorations and similar exposures; or
 - (b) the construction, erection, or removal of an elevator; or
 - (c) the ownership, maintenance, or use of an elevator.
- (2) No such government or agency is an "additional insured" with respect to any:
- (a) "bodily injury," "property damage" or "personal and advertising injury" arising out of any operations performed for that government or agency; or
 - (b) "bodily injury," "property damage" or "personal and advertising injury" included within the "products-completed operations hazard."

g. Any Other Party

- (1) Subject to **a.**, above, any person or organization described neither:
- (a) as an insured in **C.1.** through **C.5.**, nor
 - (b) as an "additional insured" in **b.** through **f.** above,

is an "additional insured," 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:

- (i) in the performance of your ongoing operations;
- (ii) in connection with premises owned by or rented to you; or
- (iii) in connection with "your work" and included within the "products-completed operations hazard,"

But (iii) applies only if this Coverage Form provides coverage for "bodily injury" or "property damage" within the "products-completed operations hazard."

- (2) No such person or organization is an "additional insured" with respect to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying service, including any:
 - (a) preparing or approving, or failing to prepare or approve, any maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, designs or specifications; or
 - (b) supervisory, inspection, architectural or engineering activity.

The Limits of Insurance that apply to "additional insured's" are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**.

How this insurance applies when other insurance is available to an "additional insured" is described in the **Other Insurance** Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

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.

D. LIABILITY AND MEDICAL EXPENSES 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 most we will pay for the sum of all damages because of all:
 - a. "bodily injury," "property damage" and medical expenses arising out of any one "occurrence"; and
 - b. "personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

- c. For all sums which the Insured becomes legally obligated to pay as damages caused by an "occurrence" under Coverage A, section **1. Business Liability**, and for all medical expenses caused by accident under Coverage A, section **2. Medical Expenses**, a separate Liability and Medical Expenses Limit of Insurance applies to each designated "location" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- 3. The most we will pay under Business Liability Coverage for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire or explosion is the Damage to Premises Rented to You limit shown in the Declarations.

4. Aggregate Limits

- a. The most we will pay under this insurance for the sum of all "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit and:
- b. The most we will pay under this insurance for the sum of all:
 - (1) "bodily injury" or "property damage," other than "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
 - (2) medical expenses; and
 - (3) "personal and advertising injury"

is twice the Liability and Medical Expenses limit.

This Aggregate Limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner, arising out of fire or explosion.

5. How Limits Apply to "Additional Insured's"

The most we will pay on behalf of any "additional insured" described in **C.6.**, above, is the lesser of:

- a. the applicable Limit of Insurance specified in the written contract or permit; or
- b. the applicable Limit of Insurance shown in the Declarations and described in **1.** through **4.**, of this section.

Such amounts will be part of, and not in addition to, the Limits of Insurance shown in the Declarations and described in this section.

The Limits of Insurance of this Policy 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.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Policy.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You and any other involved insured must see to it that we are notified as soon as practicable of any "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 that may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Knowledge of an "Occurrence," Offense, Claim or "Suit"

Paragraphs **a.** and **b.** apply to any involved insured when the "occurrence," offense, claim or "suit" is known to:

- (1) that Insured, if the involved Insured is an individual;
- (2) any partner, if the involved Insured is a partnership;
- (3) any manager, if the involved Insured is a limited liability company;
- (4) any "executive officer," risk manager, or insurance manager, if the involved Insured is a corporation;
- (5) any trustee, if the involved Insured is a trust; or
- (6) any elected or appointed official, if the involved Insured is a governmental entity, or a subdivision or agency of a governmental entity.

This paragraph **e.** applies separately to each involved insured.

3. Financial Responsibility Laws

- a. When this Policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the Policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and Limits of Insurance required by that law.

- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Policy:

- 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 Policy 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 Policy 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.

5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy 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.

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.

If you unintentionally fail to disclose all hazards relating to the conduct of your business at the inception date of this Policy, we shall not deny coverage under this Policy because of such unintentional failure, but only if you promptly make full disclosure of all such hazards upon discovery of any such unintentional failure to disclose.

7. Other Insurance

If other valid and collectible insurance applies to any liability we cover under this Policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If the other insurance is also primary, we will share with all such other primary insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1)
 - (a) any of the other insurance, whether described as primary, excess, contributory, non-contributory, contingent, or on any other basis that is fire, lightning, 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 rented to you or temporarily occupied by you with permission of the owner;
 - (d) that arises out of the maintenance or use of an aircraft, "auto" or watercraft, to the extent not subject to exclusion **1.g.** of section **B. Exclusions.**
 - (e) that arises out of "property damage" to borrowed equipment or the use of an elevator, to the extent not subject to exclusion **1.k.** of section **B. Exclusion.**
- (2) Any other insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, and for which you have been added as an "additional insured"; or
- (3)
 - (a) any other insurance available to any person or organization that is an "additional insured" under this Policy. However, this insurance is primary if you have so agreed in a written contract, or if a written permit so requires. If the "additional insured's" other insurance is also primary, we will share with such other insurance by the method described in **c.** below;
 - (b) if you have so agreed in a written contract, or if a written permit so requires, this insurance is primary and non-contributory with the "additional insured's" own insurance. In that case, this insurance is primary and we will not seek contribution from that other insurance;
 - (c) if (b) does not apply, and if a claim or "suit" we cover under this insurance may also be covered by other insurance available to an "additional insured," then that "additional insured" must also submit the claim or "suit" to the other insurer for defense and indemnity.

Paragraphs (a) and (b) do not apply to other insurance to which an "additional insured" under this Policy has also been added as an "additional insured."

When this insurance is excess, we will have no duty under this Policy to defend the Insured against any "suit" if any other insurer has a duty to defend the Insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** Provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of the Policy.

c. Method of Sharing

If all the other insurance with which we share a loss 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 with which we share a loss 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.

8. Transfer of Rights of Recovery Against Others to Us

a. Transfer of Rights of Recovery

If the Insured has rights to recover all or part of any payment, including supplementary payments, 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 Expense Coverage**.

b. Waiver of Rights of Recovery (Waiver of Subrogation)

If the Insured waives any right of recovery against any person or organization for all or part of any payment, including supplementary payments, we make under this Policy, we also waive that right, provided the Insured waives such right of recovery against such person or organization in a written contract or written permit executed before the "occurrence," "bodily injury," "property damage," offense, or "personal and advertising injury" that took place.

F. LIABILITY AND MEDICAL EXPENSES 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 purpose 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. "Additional insured" means:

- a.** When referring to an "additional insured" under this insurance:
 - (1)** a person or organization that is neither a named insured nor described in paragraphs **1.** through **5.** of Section **C - WHO IS AN INSURED**, but is an insured under this insurance only by virtue of:
 - (a)** paragraph **6.** of Section **C - WHO IS AN INSURED**; or
 - (b)** Section **F - OPTIONAL "ADDITIONAL INSUREDS"**; or
 - (c)** an endorsement we issue.

- b. When referring to an "additional insured" under any other insurance, a person or organization that is, under that other insurance, neither a Named Insured nor within that Policy's general description of who is an insured, but is nevertheless protected under that Policy as an insured pursuant to a policy provision or endorsement describing an "additional insured."
- 3. **"Auto"** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
 - 4. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
 - 5. **"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 a. above;
 - 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 a. above;
 - (2) the activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; 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 a. above or in a settlement we agree to.

- 6. **"Employee"** includes a "leased worker." "Employee" does not include a "temporary worker."
- 7. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 8. **"Hostile fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 9. **"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:
 - a. the repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. your fulfilling the terms of the contract or agreement.

10. "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, lightning or explosion 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, including an easement or license agreement 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. includes that part of any contract or agreement 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 bridges or trestle, tracks, road beds, tunnel, underpass or crossing.

However, paragraph f. does not include that part of any contract or agreement that:

(1) indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a)** preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs 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

(2) 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 **(1)** above and supervisory, inspection or engineering services.

11. "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."

12. "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."

13. "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, on which are 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 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 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.
- 14. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 15. "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, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. oral, written or electronic publication 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."
 - h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
16. **"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.

17. **"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 the job site has been put to its intended use by any other 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- 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; or
 - (2) the existence of tools, uninstalled equipment or abandoned or unused materials.

18. "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.

Computerized or electronically stored data, programs or software are not tangible property. As used in this definition, computerized or electronically stored data means information, facts or programs stored as, 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.

19. "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. any 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.

20. "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.

21. "Volunteer worker" means a person who is not your "employee," and who donates his or her work, 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 by you.

22. "Your product" means:

- a. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) you;
 - (2) others trading under your name; or
 - (3) a person or organization whose business or assets you have acquired; and
- b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

23. "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:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. the providing of or failure to provide warnings or instructions.

SAFEPAK® COMMON POLICY CONDITIONS

All coverages of 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. 5 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.
 - (2) After damage by a covered cause of loss, permanent repairs to the building:
 - (a) have not started, and
 - (b) have not been contracted forwithin 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 at any time as it relates to this Policy. 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

We have the right but are not obligated to:

1. make inspections and surveys at any time;
2. give you reports on the conditions we find; and
3. recommend changes.

Any inspections, surveys, reports or recommendations 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:

1. are safe or healthful; or
2. comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

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. 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.

I. 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. Audit premiums are due and payable on notice to the first Named Insured. 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.

J. 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.

In Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.


Secretary


President



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BP 87 08
(Ed. 07 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA TOTAL POLLUTION EXCLUSION ENDORSEMENT
WITH EXCEPTION TO HOSTILE FIRE**

This endorsement modifies insurance provided under the following:

PART TWO - SAFEPAK® LIABILITY COVERAGE FORM

PART TWO - SAFEPAK LIABILITY COVERAGE FORM, B. EXCLUSIONS, f. is hereby deleted and replaced with the following:

- f. (1) "Bodily injury," "property damage" or "personal and advertising injury" which would not have occurred in whole or part but for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
 - (a) This exclusion f.(1) does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising solely out of heat, smoke or fumes from a Hostile Fire, solely from the use of Household Cleaning Products or Disinfectants or solely from the use of Dry Cleaning Chemicals.
 - (i) at or from or into any premises, site or location owned or occupied by or rented or loaned to any insured; or
 - (ii) at or from or into any premises, site or location on which any contractors or subcontractors working directly or indirectly for or on the behalf of any insured are performing operations if such Household Cleaning Products or Disinfectants are brought onto such premises, site or location in connection with the operations of such insured, contractor or subcontractor.

Hostile Fire means a fire which becomes uncontrollable or breaks out from where it is intended to be.

Household Cleaning Products or Disinfectants means materials used for cleaning and which are not manufactured or distributed by any insured and are used in the normal course and for their intended purpose for cleaning the premises of the Insured.

Dry Cleaning chemicals means chemicals used for cleaning customer's clothes and fabrics and which are not manufactured or distributed by any insured and are used in the normal course and for their intended purpose.

Household Cleaning Products or Disinfectants do not include any material, heat, gases, fumes or chemicals used in any matter whatsoever for or in connection with or related to fumigation, dry cleaning or exterminating activities or operations.

- (b) For the coverage for Household Cleaning Products or Disinfectants provided by the exception to exclusion f.(1) in (a) above, the Household Cleaning Products or Disinfectants Limits of Insurance are \$100,000 per "occurrence."
- (c) For the coverage for Dry Cleaning chemicals provided by the exception to exclusion f.(1) in (a) above, the amount we will pay for damages is

limited as described in **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE** and includes sums paid under Coverage Extension-Supplementary Payments for all occurrences during the policy period.

For the purpose of this limited pollution coverage for Dry Cleaning chemicals only, an occurrence is the date on which "bodily injury," "property damage" or "personal and advertising injury" is first discovered by the Insured.

The Policy in effect at that time, and no other, shall apply to the "bodily injury," "property damage" or "personal and advertising injury" including any enhanced injury or damage resulting from continued or repeated exposure to the same pollutants beyond the policy period.

For the purpose of this limited pollution coverage for Dry Cleaners chemicals only, our obligation under **A. COVERAGES, 1. Business Liability** to pay damages on your behalf applies only to the amount of damages in excess of \$5,000 per Claim. The Limits of Insurance applicable to each "occurrence" and Aggregate Limits for such coverage shall not be reduced by the application of the deductible amount.

(d) This exclusion **f.(1)** does not apply to "bodily injury," "property damage" or "personal and advertising injury" sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat that building at or from any premises, site or location which is owned or occupied by or rented or loaned to any insured.

(2) Any loss, cost, or expense arising out of any:

(a) request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

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

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.



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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:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

A. The following provisions are added to the **Businessowners Policy** and apply to Property and Liability Coverages:

Cap on Certified Terrorism Losses

"**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. 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 Program Year (January 1 through December 31) 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 **PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM**:

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 Coverage Form or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.



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BP 87 35
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM
EXCLUSION (OTHER THAN CERTIFIED ACTS OF
TERRORISM); CAP ON LOSSES FROM
CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

The following provisions are added to **PART TWO - SAFEPAK LIABILITY COVERAGE FORM:**

A. The following exclusion is added:

This insurance does not apply to:

Terrorism

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is not a "certified act of terrorism." However, this exclusion applies only when one or more of the following are attributed to such act:

1. 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
2. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

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 form to which this endorsement is ap-

plicable, and includes but is not limited to "bodily injury," "property damage" or "personal and advertising injury" as may be defined in any applicable coverage form.

2. "**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. The federal Terrorism Risk Insurance Act sets forth the following criteria for a "certified act of terrorism":
 - a. the act resulted in aggregate losses in excess of \$5 million; 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 acting on behalf of any foreign person or foreign interest, 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.

3. "**Other act of terrorism**" means a violent act or an 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 certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act. However, "other act of terrorism" does not include an act which meets the criteria set forth in Paragraph **b.** of the definition of "certified act of terrorism," when such act resulted in aggregate losses of \$5 million or less. 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 one incident.

- C.** In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Form or Policy.
- D.** With respect to any one or more "certified acts of terrorism," we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.



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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:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

The following provisions are added to **PART TWO - SAFEPAK LIABILITY COVERAGE FORM:**

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 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. 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.



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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Terrorism Premium (Certified Acts) \$ 0.00

Additional information, if any, concerning the terrorism premium:

* Information required to complete this Schedule, if not shown on this endorsement, 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 85% 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 Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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 Program Year (January 1 through December 31) 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.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

A. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverage is amended by the addition of **kk. Limited Coverage for "Fungus," Wet Rot, Dry Rot and Bacteria** as follows:

kk. Limited Coverage for "Fungus," Wet Rot, Dry Rot and Bacteria

(1) The coverage described in **kk.(2)** and **kk.(6)** only applies when the "fungus," wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

(a) a "specified cause of loss" other than fire or lightning; or

(b) flood, if the **Flood Coverage** Endorsement applies to the affected premises.

(2) We will pay for loss or damage by "fungus," wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

(a) direct physical loss or damage to Covered Property caused by "fungus," wet or dry rot or bacteria, including the cost of removal of the "fungus," wet or dry rot or bacteria;

(b) the cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus," wet or dry rot or bacteria; and

(c) the cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus," wet or dry rot or bacteria are present.

(3) The Coverage described under **kk.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus," wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus," wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

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

damage, than the applicable Limit of Insurance on the affected Covered Property.

such coverage is limited to 30 days. The days need not be consecutive.

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

B. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM, B. EXCLUSIONS, 1.h. is added as follows:

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

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

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

This exclusion does not apply:

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

(5) The terms of this Limited Coverage do not increase or reduce the coverage provided under **A. Coverage, 5. Additional Coverages, c. Collapse.**

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

(a) If the loss which resulted in "fungus," wet or dry rot or bacteria does not in itself necessitate a suspension of "operations," but such suspension is necessary due to loss or damage to property caused by "fungus," wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of no more than 30 days. The days need not be consecutive.

(b) If a covered suspension of "operations" was caused by loss or damage other than "fungus," wet or dry rot or bacteria but remediation of "fungus," wet or dry rot or bacteria prolongs the "period of restoration," we will pay for loss and/or expense sustained during the day (regardless of when such a delay occurs during the "period of restoration"), but

C. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, G. PROPERTY DEFINITIONS is amended to add:

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

D. PART TWO - SAFEPAK LIABILITY COVERAGE FORM, B. EXCLUSIONS is amended with the addition of the following:

t. Fungi or Bacteria

(1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other

cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- (3) The following definition is added to the **Definitions** Section:

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



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

A. The following exclusion is added to PART TWO - SAFEPAK LIABILITY COVERAGE FORM, B. EXCLUSIONS:

1. Applicable to Business Liability Coverage

t. Silica or Related Dust

- (1) Any "bodily injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with, "silica" or dust that includes or contains "silica."
- (2) Any "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."
- (3) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

(1) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and

(2) whether the "silica" or dust that includes or contains "silica," is mixed or combined with, or also includes or contains, any other substance.

B. The following exclusion is added to PART TWO - SAFEPAK LIABILITY COVERAGE FORM, B. EXCLUSIONS, 1. Applicable to Business Liability Coverages, p. "Personal and Advertising Injury":

(16) Silica or Related Dust

- (a) Any "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."
- (b) Any loss, cost, or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

(i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and

mixed or combined with, or also includes or contains, any other substance.

(ii) whether the "silica" or dust that includes or contains "silica," is

C. The following definition is added to **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

24. "Silica" means silicon dioxide (SiO₂) in any form, from any source.



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BP 87 50
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM
PART TWO - SAFEPAK® LIABILITY COVERAGE FORM

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:
 - a. "hazardous properties" includes radioactive, toxic or explosive properties;
 - b. "nuclear material" means "source material," "special nuclear material" or "by-product material";

c. "source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

d. "**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

e. "**Waste**" means any waste material (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."

f. "**Nuclear facility**" means:

(1) any "nuclear reactor";

(2) 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";

(3) 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;

(4) 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;

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

h. "**property damage**" includes all forms of radioactive contamination of property.



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ADDITIONAL INSUREDS - ASSOCIATION TRUSTEES AND COMMITTEE MEMBERS

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM - PART TWO - SAFEPAK[®]
LIABILITY COVERAGE FORM

Section **C. Who Is an Insured**, paragraph **1.**, is hereby amended by adding the following two sentences at the end of subparagraph **1.d.**:

Your committee members are also insureds, but only with respect to their duties as your committee members. Your trustees are also insureds, but only with respect to their duties as your trustees.

The insurance provided by this endorsement for your committee members and trustees is excess over any and all other insurance that applies to the same "occurrence," claim, or "suit," and is subject to the **Other Insurance** Condition in the Common Policy Conditions.



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BP 87 57
(Ed. 11 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSOCIATION OFFICE PACKAGE EDGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

A. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM

1. Additional Blanket Coverage Limit for Specified Additional Coverages and Coverage Extensions

As described in section **A.1.** of this endorsement, we will pay up to \$150,000 as an additional Limit of Insurance for the Additional Coverages and Coverage Extensions specified below. This additional Limit of Insurance applies separately at each premises described in the Declarations, to the sum of all covered loss under the Additional Coverages and Coverage Extensions specified below that is directly caused by a single occurrence of a Covered Cause of Loss. You may apportion this additional Limit of Insurance among those specified Additional Coverages and Coverage Extensions as you choose.

This additional Limit of Insurance applies to only the following Covered Property, Additional Coverages and Coverage Extensions:

- (a) Accounts Receivable (see page 4 of the **SafePak Special Property Coverage Form**);
- (b) Business Computer Coverage (see page 16 of the **SafePak Special Property Coverage Form**);
- (c) Debris Removal (see page 6 of the **SafePak Special Property Coverage Form**);

- (d) Loss of Refrigeration, Change in Temperature, Humidity (see page 21 of the **SafePak Special Property Coverage Form**);
- (e) Valuable Papers and Records (see page 27 of the **SafePak Special Property Coverage Form**); and
- (f) Property of Others (see page 2 of the **SafePak Special Property Coverage Form, A. COVERAGE, 1. Covered Property, b. Business Personal Property, (2)**).

and does not apply to any other coverage, Additional Coverage, or Coverage Extension. This additional Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for the Additional Coverages and Coverage Extensions listed in (a) through (e), above, but is otherwise subject to all the respective terms, conditions, and provisions of each of those Additional Coverages and Coverage Extensions.

B. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, is amended by the addition of the following:

kk. Contract Penalties

We will pay to cover contract penalties you are assessed due to your failure to provide your product or service which is the direct result of a Covered Cause of Loss to covered stock.

As used in this Additional Coverage, the term **stock** means merchandise held in storage or for sale, raw materials, and goods in-process or finished.

The most we will pay for the sum of all loss and damage as a result of any single occurrence is \$2,500.

II. Tenant Building and Equipment Coverage - Required by Lease

We will pay for loss or damage to Building and Business Personal Property of your landlord, directly caused by a Covered Cause of Loss, but only if you have a contractual responsibility to insure that property under a written lease with that landlord. This Additional Coverage extends to the landlord's building, fixtures, machinery and equipment.

The most we will pay under this Additional Coverage for the sum of all loss or damage caused by a single occurrence is \$25,000. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this Policy for this coverage.

mm. Consequential Loss to Stock

If a Covered Cause of Loss occurs to covered stock, we will pay any reduction in value of the remaining undamaged parts of covered stock.

Payment for any reduced value of stock is included within the applicable Limit of Insurance.

As used in this Additional Coverage, the term **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.

nn. Lost Key Replacement Coverage

We will pay at each premises described in the Declarations, to replace keys and locks, if such replacement is required because a master or grand master key is lost or damaged as a direct result of a Covered Cause of Loss. We will pay for:

- (1) the actual cost of replacement keys; and

- (2) the adjustment of locks to accept new keys; or

- (3) if required, new locks, including the cost of their installation.

The most we will pay under this Additional Coverage for the sum of all locks and keys requiring replacement as a result of a single occurrence is \$2,500 at each location described in the Declarations.

oo. Business Income - Ordinance or Law

- (a) You may extend this insurance to actual loss of Business Income you sustain due to a necessary suspension of your "operations" that is required by enforcement of any law that regulates the construction, use, repair or requires the tearing down, of any property lost or damaged by a Covered Cause of Loss.

- (b) The most we will pay for loss under this extension is \$10,000 for any one occurrence of loss and damage at each premises described in the Declarations.

This Additional Coverage does not apply to Extra Expense Coverage.

C. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, a. Accounts Receivable, (2), is deleted in its entirety and replaced by the following:

- (2) The most we will pay under this Additional Coverage for the sum of all loss and damage resulting from any one occurrence per described premises is \$100,000, 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 \$25,000 in any one occurrence.

D. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, g. Money and Securities, (3) is deleted in its entirety and replaced by the following:

(3) The most we will pay under this Additional Coverage for the sum of all loss and damage resulting from any one occurrence is:

(a) \$250,000 for Inside the Premises for "money" and "securities" while:

(i) in or on the described premises; or

(ii) within a bank or savings institution; and

(b) \$250,000 for Outside the Premises for "money" and "securities" while anywhere else.

unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

E. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, k. Business Income, (2) Extended Business Income, (a)(ii)ii. is deleted in its entirety and replaced by the following:

ii. 90 days after the date determined in (a)(i) above.

F. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, l. Business Income Extension for Web Sites, the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage, for the sum of all loss and damage as a result of any one occurrence, is \$50,000.

G. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, n. Business Income from Dependent Properties, last sentence of (1) is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage, for the sum of all loss of Business Income as a result of any one occurrence is \$50,000.

H. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, r. Forgery and Alterations, (3) is deleted in its entirety and replaced by the following:

(3) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$250,000.

I. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, v. Business Computer Coverage, the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage is \$50,000 in any one occurrence at each described location. This amount is in addition to the Limits of Insurance.

J. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, z. Fine Arts, the last paragraph is deleted in its entirety and replaced by the following:

For purposes of this Additional Coverage, Fine Arts will be valued at their market value at the time the loss or damage occurs. The most we will pay under this Additional Coverage is \$25,000 for the sum of all loss and damage as a result of any one occurrence, at each described premises.

K. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, aa. Laptop Computers - Worldwide Coverage, the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage for the sum of all loss and damage resulting from a single occurrence is \$10,000.

L. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, bb.(1) Utility Services - Direct Damage, the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage, for the sum of all loss and damage, resulting from any one occurrence is \$25,000.

M. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, bb.(2) Utility Services - Business Income, the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage, for the sum of all loss and damage, resulting from any one occurrence is \$50,000.

N. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, gg. Loss of Refrigeration, Change in Temperature or Humidity, (1) Limit of Insurance is deleted in its entirety and replaced by the following:

(1) Limit of Insurance

The most we will pay under this Additional Coverage for the sum of all loss and damage resulting from any one occurrence is \$25,000.

O. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, hh. Transportation in Custody of a "Carrier" or Bailee for Hire, the last paragraph is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage is \$25,000 for the sum of all loss and damage as a result of a single occurrence. This Limit of Insurance is in addition to any other Limit of Insurance that may apply to the same loss or damage.

P. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, jj. Employee Dishonesty (including ERISA), (3) is deleted in its entirety and replaced by the following:

(3) The most we will pay for loss or damage in any one occurrence is \$250,000, unless a higher Limit of Insurance is shown in the Declarations.

Q. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 6. Coverage Extensions, d. Personal Property Off Premises, (1), the last sentence is deleted in its entirety and replaced by the following:

The most we will pay for the sum of all loss and damage resulting from a single occurrence under this section of the Coverage Extensions is \$250,000.

R. When the Fungi or Bacteria Exclusion (BP 87 47) is attached to this Policy, the following amendments to that endorsement are:

Paragraph **3.** is deleted in its entirety and replaced with the following:

3. The coverage described in **kk.2.** of this Limited Coverage is limited to \$50,000. Regardless of the number of claims, this limit is the most we will pay for the sum of all loss and damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus," wet or dry rot or bacteria, we will not pay more than a total of \$50,000 even if the "fungus," wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.



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BP 87 59
(Ed. 01 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASSOCIATION MEMBER, CHAPTER, OR CLUB "AUTOS"

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM - PART TWO -
SAFEPAK[®] LIABILITY COVERAGE FORM

The following exclusion is hereby added to **B., Exclusions**, and is applicable to both Business Liability Coverage and Medical Expenses Coverage:

This insurance does not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any "auto" that is owned, leased, hired, rented, or borrowed by, or used in the business of, any person, chapter, club, association, or other entity affiliated with you under any chapter, license, franchise, affiliation, or other arrangement.

This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that Insured.



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BP 87 60
(Ed. 01 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED ACTIVITIES

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM - PART TWO -
SAFEPAK® LIABILITY COVERAGE FORM

The following exclusion is hereby added to **B., Exclusions**, and is applicable to both Business Liability Coverage and Medical Expenses Coverage:

This insurance does not apply to:

- 1. "Bodily injury" for any person while practicing or training for, or participating in, any sport or athletic contest or exhibition.
- 2. "Bodily injury," or "property damage" arising out of any:
 - a. fireworks or pyrotechnic display;
 - b. musical concert;
 - c. ownership, maintenance, use, or entrustment to others of any:
 - i. aircraft,
 - ii. balloon used in, or designed or intended for use in, any balloon ride or ascent, or
 - iii. amusement ride or device powered by any form of electricity, any mechanical or internal combustion engine, or any form of animal power;
 - d. rodeo, animal act, animal show or exhibition, animal ride, or animal-powered ride or device;
 - e. "auto" or motorcycle ride, race, competition, or stunting activity;
 - f. bicycle ride, race, competition, or stunting activity;
 - g. bungee jumping; or
 - h. event or activity that is conducted or takes place, in whole or in part, in, on, or above any naturally-occurring and/or man-made body of water, including but not limited to any swimming pool.

Exclusion **2.c.iii.**, above in this endorsement, does not apply to an amusement ride or device powered solely by its human riders, such as a swing or see-saw.



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BP 87 62
(Ed. 01 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CHAPTER OR CLUB ACTIVITIES

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM - PART TWO -
SAFEPAK[®] LIABILITY COVERAGE FORM

The following additional exclusion is hereby added to **B.1., Exclusions Applicable to Business Liability Coverage:**

This insurance does not apply to "bodily injury" or "property damage," arising out of any act, omission, premises, or operations of any one or more of your:

1. members;
2. affiliates;
3. associated chapters;
4. clubs; or
5. similar entity;

or of any member, officer, director, trustee, shareholder, or manager of 1. through 5., above.

This exclusion does not apply with respect to operations performed by you.



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BP 87 63
(Ed. 03 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIAL SUBLIMIT OF LIABILITY FOR:
SETTING OF STANDARDS, WARNINGS, LICENSES OR CERTIFICATIONS
AND
ANTITRUST, RESTRAINT OF TRADE, UNFAIR COMPETITION OR SIMILAR LAW OR REGULATION**

This endorsement modifies insurance provided under the following:

**SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM - PART TWO -
SAFEPAK® LIABILITY COVERAGE FORM**

Notwithstanding any other provision of this policy, it is hereby understood and agreed that a reduced aggregate Limit of Liability of ten thousand dollars (\$10,000.00) applies to the sum of all "occurrence," "bodily injury," "property damage," "personal and advertising injury," offenses, claims, "suits" and supplementary payments, consisting of, arising out of, attributable to, or based on, either whole or in part, any insured's actual, alleged, or threatened:

- a. violation of any federal or state statute, regulation, common law, or other law, regarding antitrust, restraint of trade, or unfair competition, or any similar law or regulation;
- b. any:
 - (1) setting, developing, promulgation, or enforcement of any standard, test, certification, accreditation, or similar requirement;
 - (2) testing, evaluation, approval, rejection, disapproval, or monitoring of any person, organization, service, or product, in connection with any standard, test, certification, accreditation, or similar requirement; or
 - (3) other activity, act, or omission, in connection with any accreditation or certification activity;

to which this insurance otherwise applies.

It is further understood and agreed that, notwithstanding any other provision of this policy, the aggregate sublimit described above applies to, and will be eroded and exhausted by, the sum of all damages and supplementary payments, including any and all supplementary payments we make or incur for an insured or for an insured's indemnitee, on account of any such "occurrences," "bodily injury," "property damage," "personal and advertising injury," offenses, claims, and "suits," to which this insurance otherwise applies.

It is further understood and agreed that, notwithstanding any other provision of this policy, the aggregate sublimit described above is a part of, and not in addition to, the applicable Limit of Liability set forth in the Declarations.

It is further understood and agreed that, if any insured under this policy is also an insured under any:

- a. umbrella insurance;
- b. excess insurance; or
- c. other insurance

that applies immediately in excess of the limits of this insurance, and if that insurance is issued by us or by a company affiliated with us, then:

- (1) for the purpose of determining whether such umbrella, excess, or other insurance applies or attaches, the exhaustion of the

aggregate sublimit described above shall not constitute, or be deemed to constitute, exhaustion of any underlying Limit of Insurance or other underlying amount, and

attach immediately in excess of the aggregate sublimit described above.

(2) no such umbrella, excess, or other insurance shall be required to drop down and

All other terms and conditions remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.



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BP 88 39
(Ed. 01 08)

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:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

Schedule

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

CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI and WV.

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 the endorsement:

"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. 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. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM 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 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.

3. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the non-applicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, such as losses excluded by the War and Military Action Exclusion

C. PART TWO - SAFEPAK® LIABILITY COVERAGE FORM 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.

3. In the event of any incident of a "certified act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Form or endorsement.

D. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM and **PART TWO-SAFEPAK LIABILITY COVERAGE FORM** are amended as follows:

Cap On Certified Terrorism Losses

The following limitations applies to coverage for any one or more "certified acts or terrorism" that are not excluded by the terms of the exclusion in paragraph **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 Pro-

gram Year (January 1 through December 31) 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.



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BP 88 46
(Ed. 08 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

SAFEPAK[®] BUSINESSOWNERS POLICY SPECIAL FORM

A. The exclusion in paragraph **B.** replaces the **Water** Exclusion under **PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM:**

B. Water

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

- b. basements, whether paved or not; or
- c. doors, windows or other openings; or

5. Waterborne material carried or otherwise moved by any of the water referred to in paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mud-flow.

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.



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BP 88 92
(Ed. 07 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PREVENTION SERVICES

This endorsement modifies insurance provided under the following:

SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

The following is added to the **Safepak Common Policy Conditions**,

Loss Prevention Services

At our cost, we may provide or recommend a broad range of loss prevention services designed to improve the acceptability of an insured. These services may require your cooperation to make them effective.

We provide these services based on need as indicated by the size, hazard and experience of your operation. We may elect to provide these services through another entity.

In addition to inspections and surveys, referenced in **E. Inspections and Surveys**, these services

may include, but are not limited to, safety and prevention training, consultations, safety devices, health screenings and analyses of accident causes.

We are not obligated to provide any loss prevention services and 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.

This endorsement does not change any other provision of the Policy.



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BP 89 23 (Ed. 03 11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF OCCURRENCE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

Failure of the Insured to give first report of a claim to us shall not invalidate coverage under this Policy if the loss was inadvertently reported to another insurer. However, you shall report any such occurrence to us as soon as practicable once you become aware of such an error.

BP 89 23 (Ed. 03/11)



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Policy No.: SPP 0518960 00 00

EQUIPMENT BREAKDOWN COVERAGE PART DECLARATIONS NO. 1

NAMED INSURED: American Thyroid Association, Inc.	POLICY PERIOD: 05/28/2013 to 05/28/2014
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Identification Number : _____ **Issue Date:** 05/30/2013

These coverages apply to any location listed on the Schedule of Locations for **Equipment Breakdown Coverage Part Declarations No. 1.**

Coverages	Limits
Equipment Breakdown Limit	\$ 83,000
Property Damage	\$ INCLUDED
Off Premises Property Damage	\$ 50,000
Business Income	\$ INCLUDED
Extra Expense	\$ INCLUDED
Service Interruption	\$ 50,000
Contingent Business Income	\$ 50,000
Perishable Goods	\$ 50,000
Data Restoration	\$ 50,000
Demolition	\$ 50,000
Ordinance or Law	\$ 50,000
Expediting Expense	\$ 50,000
Hazardous Substances	\$ 50,000
Newly Acquired Locations	\$ INCLUDED

Deductibles

Deductible: 500

Other Conditions

Extended Period of Restoration 5 days Newly Acquired Locations 90 days

Total Equipment Breakdown Premium: \$ 49.00

FORMS AND ENDORSEMENTS applicable to this Coverage Part and made a part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule, BM 88 01 (01/86).



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BUSINESSPRO® FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		Date Added * or Date Deleted	Form Description
1.	BM7210	12-06		Equipment Breakdown Coverage Part Declarations No. 1
2.	BM7211	12-06		Equipment Breakdown Coverage Form
3.	BM7221	01-12		Virginia Changes
4.	BM7291	06-07		Virginia Changes
5.	BM7296	06-09		Equipment Breakdown - Schedule of Locations

* If not at inception



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BM 72 11
(Ed. 12 06)

EQUIPMENT BREAKDOWN COVERAGE FORM

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

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this Insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Definitions**. Examples are shown for illustrative purposes only and do not represent predicted or expected outcomes.

A. Coverage

This Equipment Breakdown Coverage provides insurance for a Covered Cause of Loss as defined in **A.1.** below. In the event of a Covered Cause of Loss, we will pay for loss as described in **A.2.** below.

1. Covered Cause of Loss - "Accident"

The Covered Cause of Loss for this Equipment Breakdown Coverage is an "accident." Without an "accident," there is no Equipment Breakdown Coverage.

a. "Accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:

- (1) mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (2) artificially generated electrical current, including electrical arcing, that damages electrical devices, appliances or wires;
- (3) explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
- (4) an event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;

(5) an event inside hot water boilers or other water heating equipment that damages such equipment; or

(6) bursting, cracking or splitting.

"Accident" does not include any condition or event listed in Definition **G.1.b.**

b. "Covered Equipment," means the following:

(1) Unless specified otherwise in the Declarations:

(a) equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(b) equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

(2) Except as specifically provided for under Off Premises Property Damage, Service Interruption, Contingent Business Income and paragraph (2) of Perishable Goods, such equipment must be at a location described in the Declarations and must be owned or leased by you or operated under your control.

"Covered equipment" does not include any property listed in Definition **G.8.b.**

do not exceed the amount of loss that otherwise would have been payable under this coverage.

2. Coverages Provided

This section lists the coverages that may apply in the event of an "accident." Each coverage is subject to a specific limit as shown in the Declarations. See paragraph **C.2.** for details.

These coverages apply only to the direct result of an "accident." For each coverage, we will pay only for that portion of the loss, damage or expense that is solely attributable to the "accident."

a. Property Damage

We will pay for physical damage to "covered property" that is at a location indicated in the Declarations at the time of the "accident."

b. Off Premises Property Damage

If you have transportable "covered equipment" that, at the time of the "accident," is within the Coverage Territory, but is not:

- (1) at a location indicated in the Declarations; or
- (2) at any other location owned or leased by you,

we will pay for physical damage to such "covered equipment."

c. Business Income

- (1) We will pay your actual loss of "business income" during the "period of restoration" that results directly from the necessary total or partial interruption of your business.
- (2) We will also pay any necessary expenses you incur during the "period of restoration" to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they

- (3) We will consider the actual experience of your business before the "accident" and the probable experience you would have had without the "accident" in determining the amount of our payment.

d. Extra Expense

We will pay the reasonable and necessary "extra expense" to operate your business during the "period of restoration."

e. Service Interruption

We will pay for your loss and expense as defined under Business Income Coverage and Extra Expense Coverage that is the result of an "interruption of service."

f. Contingent Business Income

We will pay for your loss and expense as defined under Business Income and Extra Expense Coverages that results from an "interruption of supply."

g. Perishable Goods

- (1) We will pay for physical damage to "perishable goods" due to "spoilage."
- (2) We will also pay for physical damage to "perishable goods" due to "spoilage" that is the result of an "interruption of service."
- (3) We will also pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.
- (4) We will also pay any necessary expenses you incur during the "period of restoration" to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they

do not exceed the amount of loss that otherwise would have been payable under this coverage.

Coverage had no such ordinance or law been in force at the time of the "accident."

h. Data Restoration

- (1) We will pay for your reasonable and necessary cost to research, replace or restore lost "data."
- (2) We will also pay for your loss and expense as defined under Business Income Coverage and Extra Expense Coverage that is the result of **h.(1)** above, if such coverage is otherwise applicable under this Policy. This coverage is included within the subject to your Data Restoration limit.

i. Demolition

- (1) This coverage applies if an "accident" damages a building that is "covered property" and the loss is increased by an ordinance or law that:
 - (a) requires the demolition of a building that is otherwise reparable;
 - (b) is in force at the time of the "accident"; and
 - (c) is not addressed under Hazardous Substances Coverage.
- (2) We will pay for the following additional costs to comply with such ordinance or law:
 - (a) your actual and necessary cost to demolish and clear the site of the undamaged parts of the building; and
 - (b) your actual and necessary cost to reconstruct the undamaged parts of the building.
- (3) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown

- (4) We will also pay for your loss and expense as defined under Business Income Coverage and Extra Expense Coverage that is the result of **i.(1)** above, if such coverage is otherwise applicable under this Policy. This coverage is included within and subject to your Demolition limit.

j. Ordinance or Law

- (1) This coverage applies if an "accident" damages a building that is "covered property" and the loss is increased by an ordinance or law that:
 - (a) regulates the construction or repair of buildings, including "building utilities";
 - (b) is in force at the time of the "accident"; and
 - (c) is not addressed under Demolition Coverage or Hazardous Substances Coverage.
- (2) We will pay for the following additional costs to comply with such ordinance or law:
 - (a) your actual and necessary cost to repair the damaged portions of the building;
 - (b) your actual and necessary cost to reconstruct the damaged portions of the building; and
 - (c) your actual and necessary cost to bring undamaged portions of the building into compliance with the ordinance or law.
- (3) As used in this coverage, additional costs mean those beyond what would have been payable

under this Equipment Breakdown Coverage had no such ordinance or law been in force at the time of the "accident."

- (4) We will also pay for your loss and expense as defined under Business Income Coverage and Extra Expense Coverage that is the result of **j.(1)** above, if such coverage is otherwise applicable under this Policy. This coverage is included within and subject to your Ordinance or Law limit.

k. Expediting Expenses

With respect to your damaged "covered property," we will pay the reasonable extra cost to:

- (1) make temporary repairs; and
- (2) expedite permanent repairs or permanent replacement.

l. Hazardous Substances

- (1) We will pay for the additional cost to repair or replace "covered property" because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property. This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in **Perishable Goods, A.2.g.(3)**.
- (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.
- (3) We will also pay for your loss and expense as defined under Business Income Coverage and Extra Expense Coverage that is the result of **l.(1)** above, if such coverage is otherwise applicable

under this Policy. This coverage is included within and subject to your Hazardous Substances limit.

m. Newly Acquired Locations

- (1) You will notify us promptly of any newly acquired location that you have purchased or leased during the policy period.
- (2) All coverages applicable to any scheduled location under this Equipment Breakdown Coverage are extended to a newly acquired location that you have purchased or leased during the policy period.
- (3) This coverage begins at the time you acquire the property. As respects newly constructed properties, we will only consider them to be acquired by you when you have fully accepted the completed project.
- (4) This coverage ends when any of the following first occurs:
 - (a) this Policy expires;
 - (b) the number of days specified in the Declarations for this Coverage expires after you acquire the location;
 - (c) the location is incorporated into the regular coverage of this Policy; or
 - (d) the location is incorporated into the regular coverage of another Equipment Breakdown Policy you have.
- (5) If limits or deductibles vary by location, the highest limits and deductibles will apply to newly acquired locations. However, the most we will pay for loss, damage or expense arising from any "one accident" is the amount shown as the Newly Acquired Locations limit in the Declarations.

- (6) We will charge you additional premium for newly acquired locations from the date you acquire the property.

n. Course of Construction

This coverage is automatically included and does not need to be indicated in the Declarations.

- (1) You will notify us promptly of any expansion or rehabilitation of any location described in the Declarations.
- (2) All coverages applicable to any location described in the Declarations are extended to an expansion or rehabilitation of that location.
- (3) This coverage begins at the time you begin the expansion or rehabilitation project.
- (4) We will charge you additional premium for newly acquired equipment from the date the equipment is installed.

B. Exclusions

We will not pay for any excluded loss, damage or expense, even though any other cause or event contributes concurrently or in any sequence to the loss, damage or expense.

- 1. We will not pay for loss, damage or expense caused directly or indirectly by any of the following, whether or not caused by or resulting from an "accident."

a. Fire and Explosion

- (1) Fire, including smoke from a fire.
- (2) Combustion explosion. This includes, but is not limited to, a combustion explosion of any steam boiler or other fired vessel.
- (3) Any other explosion, except as specifically provided in **A.1.a.(3)**.

b. Ordinance or Law

The enforcement of, or change in, any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation, except as specifically provided in **A.2.i., j.** and **I.** (Demolition, Ordinance or Law and Hazardous Substances Coverages).

c. Earth Movement

Earth movement, whether natural or human-made, including but not limited to earthquake, shock, tremor, subsidence, landslide, rock fall, earth sinking, sinkhole collapse or tsunami.

d. Nuclear Hazard

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

e. 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, political violence or action taken by governmental authority in hindering or defending against any of these.

f. Water

- (1) flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) mudslide or mudflow; or
- (3) water that backs up or overflows from a sewer, drain or sump.

However, if electrical "covered equipment" requires drying out because of the above, we will pay for the amount you actually expend to dry out such equipment, subject to the applicable Property Damage limit and Direct Coverage deductible. We will not pay more than the Actual Cash Value of the affected electrical "covered equipment."

We will not pay to replace such equipment or for any other loss, damage or expense.

g. Failure to Protect Property

Your failure to use all reasonable means to protect "covered property" from damage following an "accident."

h. Fines

Fine, penalty or punitive damage.

i. Mold

Mold, fungus, mildew or yeast, including any spores or toxins created or produced by or emanating from such mold, fungus, mildew or yeast. This includes, but is not limited to, costs arising from clean-up, remediation, containment, removal or abatement of such mold, fungus, mildew, yeast spores or toxins. However, this exclusion does not apply to "spoilage" of personal property that is "perishable goods" to the extent that such "spoilage" is covered under Perishable Goods Coverage.

j. Deliberate Acts

The deliberate act of any person to cause damage or harm, including but not limited to vandalism, malicious mischief or sabotage.

2. We will not pay for an "accident" caused by or resulting from any of the following causes of loss:

- a. Lightning.
- b. Windstorm or Hail. However, this exclusion does not apply when:

(1) "covered equipment" located within a building or structure suffers an "accident" that results from windblown rain, snow, sand or dust; and

(2) the building or structure did not first sustain wind or hail damage to its roof or walls through which the rain, snow, sand or dust entered.

c. Collision or any physical contact caused by a "vehicle." This includes damage by objects falling from aircraft. However, this exclusion does not apply to any unlicensed "vehicles" which you own or which are operated in the course of your business.

d. Riot or Civil Commotion.

e. Leakage or discharge of any substance from an automatic sprinkler system, including collapse of a tank that is part of the system.

f. Volcanic Action.

g. An electrical insulation breakdown test.

h. A hydrostatic, pneumatic or gas pressure test.

i. Water or other means intended to extinguish a fire, even when such an attempt is unsuccessful.

j. Elevator collision.

3. We will not pay for an "accident" caused by or resulting from any of the following perils, if such peril is a covered cause of loss under another coverage part or policy of insurance you have, whether collectible or not, and without regard to whether or not the other coverage part or policy of insurance provides the same coverage or scope of coverage as this Policy.

a. Falling Objects.

b. Weight of Snow, Ice or Sleet.

- c. Water Damage, meaning 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 containing water or steam.
 - d. Collapse.
 - e. Breakage of Glass.
 - f. Freezing caused by cold weather.
 - g. Discharge of molten material from equipment, including the heat from such discharged material.
4. Exclusions 2. and 3. do not apply if all of the following are true:
- a. the excluded peril occurs away from any location described in the Declarations and causes an electrical surge or other electrical disturbance;
 - b. such surge or disturbance is transmitted through utility service transmission lines to a described location;
 - c. at the described location, the surge or disturbance results in an "accident" to "covered equipment" that is owned or operated under the control of you or your landlord; and
 - d. the loss, damage or expense caused by such surge or disturbance is not a covered cause of loss under another coverage part or policy of insurance you have, whether collectible or not, and without regard to whether or not the other coverage part or policy of insurance provides the same coverage or scope of coverage as this Policy.
5. With respect to Business Income, Extra Expense and Service Interruption Coverages, we will also not pay for:
- a. loss associated with business that would not or could not have been carried on if the "accident" had not occurred;
 - b. loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business;
- c. that part of any loss that extends beyond or occurs after the "period of restoration." This includes, but is not limited to:
 - (1) "business income" that would have been earned after the "period of restoration," even if such loss is the direct result of the suspension, lapse or cancellation of a contract during the "period of restoration"; and
 - (2) "extra expense" to operate your business after the "period of restoration," even if such loss is contracted for and paid during the "period of restoration."
 - d. any increase in loss resulting from an agreement between you and your customer or supplier. This includes, but is not limited to, contingent bonuses or penalties, late fees, demand charges, demurrage charges and liquidated damages.
6. With respect to Off Premises Property Damage Coverage, Service Interruption Coverage, Contingent Business Income Coverage and paragraph (2) of Perishable Goods Coverage, we will also not pay for an "accident" caused by or resulting from any of the perils listed in Exclusion 3. above, whether or not such peril is a covered cause of loss under another coverage part or policy of insurance you have.
7. With respect to Data Restoration Coverage, we will also not pay to reproduce:
- a. software programs or operating systems that are not commercially available; or
 - b. "data" that is obsolete, unnecessary or useless to you.
8. With respect to Demolition and Ordinance or Law Coverages, we will also not pay for:
- a. increased demolition or reconstruction costs until they are actually incurred; or

b. 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;

whether or not you were aware of such non-compliance.

(2) all or part of the loss is not covered because the applicable coverage is Excluded or has a limit that is less than the amount of your loss,

we will not pay the remaining amount of such loss under any other coverage.

C. Limits of Insurance

Any payment made under this Equipment Breakdown Coverage will not be increased if more than one insured is shown in the Declarations or if you are comprised of more than one legal entity.

1. Equipment Breakdown Limit

The most we will pay for loss, damage or expense arising from any "one accident" is the amount shown as the Equipment Breakdown Limit in the Declarations.

2. Coverage Limits

a. The limit of your insurance under each of the coverages listed in **A.2.** from loss, damage or expense arising from any "one accident" is the amount indicated for that coverage in the Declarations. These limits are a part of, and not in addition to, the Equipment Breakdown Limit. If an amount of time is shown, coverage will continue for no more than that amount of time immediately following the "accident." If a coverage is shown as "Included," that coverage is provided up to the remaining amount of the Equipment Breakdown Limit. If no limit is shown in the Declarations for a coverage, or if a coverage is shown as Excluded in the Declarations, that coverage will be considered to have a limit of \$0.

b. If two or more coverage limits apply to the same loss or portion of a loss, we will pay only the smallest of the applicable limits for that loss or portion of the loss. This means that if:

(1) you have a loss under one of the coverages listed in **A.2.**; and

Example 1

Property Damage Limit: \$7,000,000

Business Income Limit: \$1,000,000

Newly Acquired Locations Limit: \$500,000

There is an "accident" at a newly acquired location that results in a Property Damage loss of \$200,000 and a Business Income loss of \$800,000.

We will pay \$500,000, because the entire loss is subject to the Newly Acquired Locations Limit of \$500,000.

Example 2

Property Damage Limit: \$7,000,000

Business Income Limit: \$500,000

Hazardous Substances Limit: \$25,000

There is an "accident" that results in a loss of \$100,000. If no "hazardous substance" had been involved, the property damage loss would have been \$10,000 and the business income loss would have been \$20,000. The presence of the "hazardous substance" increased the loss by \$70,000 (increasing the clean up and repair costs by \$30,000 and increasing the business income loss by \$40,000).

We will pay \$55,000 (\$10,000 property damage plus \$20,000 business income plus \$25,000 hazardous substances).

D. Deductibles

1. Deductibles for Each Coverage

a. Unless the Declarations indicate that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."

- b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss or damage exceeds the deductible amount indicated for that coverage in the Declarations. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit indicated in the Declarations.
- c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," only the highest deductible for each coverage will apply.
- d. The following applies when a deductible is expressed as a function of the horsepower rating of a refrigerating or air conditioning system. If more than one compressor is used with a single system, the horsepower rating of the largest motor or compressor will determine the horsepower rating of the system.

2. Direct and Indirect Coverages

- a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Declarations.
- b. Unless more specifically indicated in the Declarations:
 - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss, regardless of where such coverage is provided in this Equipment Breakdown Coverage; and
 - (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this Equipment Breakdown Coverage.

Example

An "accident" results in covered losses as follows:

\$100,000 Total Loss (all applicable coverages)

\$35,000 Business Income Loss (including \$2,000 of business income loss payable under Data Restoration Coverage)

\$5,000 Extra Expense Loss

In this case, the Indirect Coverages loss totals \$40,000 before application of the Indirect Coverage Deductible. The Direct Coverages loss totals the remaining \$60,000 before application of the Direct Coverage Deductible.

3. Application of Deductibles

a. Dollar Deductibles

We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable deductible or deductibles shown in the Declarations. We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, subject to the applicable limits shown in the Declarations.

b. Time Deductibles

If a time deductible is shown in the Declarations, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

c. Multiple of Average Daily Value (ADV) Deductibles

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the "business income" that would have been earned during the period of interruption had no "accident" occurred, divided by the number of working days in that period. The ADV applies to the "business income" value of the entire location, whether or not the loss affects the entire location. If more

than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration."

The number indicated in the Declarations will be multiplied by the ADV as determined above. The result will be used as the applicable deductible.

Example

Business is interrupted, partially or completely, for 10 working days. If there had been no "accident," the total "business income" at the affected location for those 10 working days would have been \$5,000. The Indirect Coverages Deductible is 3 times ADV.

$$\$5,000/10 = \$500 \text{ ADV}$$

$$3 \times \$500 = \$1,500 \text{ Indirect Coverages Deductible}$$

d. Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated Minimum Deductible, the Minimum Deductible will be the applicable deductible.

E. Loss Conditions

The following conditions apply:

1. Abandonment

There can be no abandonment of any property to us.

2. Brands and Labels

If branded or labeled merchandise that is "covered property" is damaged by an "accident," but retains a salvage value, you may, at your expense:

- a. stamp the word **Salvage** on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- b. remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

We will pay for any reduction in value of the salvage merchandise resulting from either of these two actions, subject to all applicable limits.

If a Brands and Labels Limit is shown on the Declarations, we will not pay more than the indicated amount for coverage under this Condition.

3. Coinsurance - Business Income Coverage

- a. Unless otherwise shown in the Declarations, Business Income Coverage is subject to coinsurance. This means that we will not pay the full amount of any "business income" loss if the "business income actual annual value" is greater than the "business income estimated annual value" at the affected location at the time of the "accident." Instead, we will determine the most we will pay using the following steps:

- (1) divide the "business income estimated annual value" by the "business income actual annual value" at the time of the "accident";
- (2) multiply the total amount of the covered loss of "business income" by the amount determined in paragraph (1) above;
- (3) subtract the applicable deductible from the amount determined in paragraph (2) above;

The resulting amount, or the Business Income Limit, whichever is less, is the most we will pay. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

- b. Coinsurance applies separately to each insured location.
- c. If you report a single "business income estimated annual value" for more than one location, without providing information on how that amount should be distributed among the locations, we will distribute the amount evenly among all applicable locations.

Example 1 (Underinsurance)

When:

The "business income actual annual value" at the location of loss at the time of the "accident" is \$200,000.

The "business income estimated annual value" shown in the Declarations for the location of loss is \$100,000.

The actual loss of "business income" resulting from the "accident" is \$40,000.

The Business Income limit is \$100,000.

The Business Income deductible is \$5,000.

Step 1: $\$100,000 / \$200,000 = .5$

Step 2: $\$40,000 \times .5 = \$20,000$

Step 3: $\$20,000 - \$5,000 = \$15,000$

The total "business income" loss recovery, after deductible, would be \$15,000. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

We will also charge you an additional premium in recognition of the actual "business income annual value."

Example 2 (Adequate Insurance)

When:

The "business income actual annual value" at the location of loss at the time of the "accident" is \$200,000.

The "business income estimated annual value" shown in the Declarations for the location of loss is \$200,000.

The actual loss of "business income" resulting from the "accident" is \$40,000.

The Business Income limit is \$100,000.

The Business Income deductible is \$5,000.

Step 1: $\$200,000 / \$200,000 = 1$

Step 2: $\$40,000 \times 1 = \$40,000$

Step 3: $\$40,000 - \$5,000 = \$35,000$

The total "business income" loss recovery, after deductible, would be \$35,000.

4. Coinsurance - Coverages Other Than Business Income

Coverages other than Business Income may be subject to coinsurance if so indicated in the Declarations. If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of the property subject to the coverage at the time of the "accident" times the Coinsurance percentage shown for it in the Declarations is greater than the applicable limit.

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

- (1) multiply the value of the property subject to the coverage at the time of the "accident" by the Coinsurance Percentage;
- (2) divide the applicable limit by the amount determined in step (1);
- (3) multiply the total amount of loss, before the application of any deductible, by the amount determined in step (2); and
- (4) subtract the deductible from the amount determined in step (3).

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

b. Coinsurance applies separately to each insured location.

Example 1 (Underinsurance)

When:

The actual value of "perishable goods" at the location of loss at the time of the "accident" is \$200,000.

The Perishable Goods limit is \$100,000 @ 80% coinsurance.

The loss under Perishable Goods Coverage resulting from the "accident" is \$60,000.

The Perishable Goods Deductible is \$5,000.

Step 1: $\$200,000 \times 80\% = \$160,000$

Step 2: $\$100,000 / \$160,000 = .625$

Step 3: $\$60,000 \times .625 = \$37,500$

Step 4: $\$37,500 - \$5,000 = \$32,500$

The total Perishable Goods loss recovery, after deductible, would be \$32,500. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example 2 (Adequate Insurance)

When:

The actual value of "perishable goods" at the location of loss at the time of the "accident" is \$100,000.

The Perishable Goods limit is \$100,000 @ 80% coinsurance.

The loss under Perishable Goods Coverage resulting from the "accident" is \$60,000.

The Perishable Goods Deductible is \$5,000.

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

Step 2: $\$100,000 / \$80,000 = 1.25$

Coinsurance does not apply.

Step 3: $\$60,000 - \$5,000 = \$55,000$

The total Perishable Goods loss recovery, after deductible, would be \$55,000.

5. Defense

We have the right, but are not obligated, to defend you against suits arising from claims of owners of property in your care, custody or control. When we do this, it will be at our expense.

6. Duties in the Event of Loss or Damage

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

a. Give us prompt notice of the loss or damage, including a description of the property involved.

b. You must reduce your loss, damage or expense, if possible, by:

(1) protecting property from further damage. We will not pay for your failure to protect property, as stated in exclusion **B.1.g.**;

(2) resuming business, partially or completely at the location of loss or at another location;

(3) making up lost business within a reasonable amount of time. This includes working extra time or overtime at the location of loss or at another location. The reasonable amount of time does not necessarily end when the operations are resumed;

(4) using merchandise or other property available to you;

(5) using the property or services of others; and

(6) salvaging the damaged property.

c. Allow us a reasonable time and opportunity to examine the property and premises before repair or replacement is undertaken or physical evidence of the "accident" is removed. But you

must take whatever measures are necessary for protection from further damage.

- d. Make no statement that will assume any obligation or admit any liability, for any loss, damage or expense for which we may be liable, without our consent.
- e. Promptly send us any legal papers or notices received concerning the loss, damage or expense.
- f. As often as may be reasonably required, permit us to inspect your property, premises 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.
- g. If requested, permit us to examine you and any of your agents, employees and representatives under oath. We may examine any insured under oath while not in the presence of any other insured. Such examination:
 - (1) may be at any time reasonably required;
 - (2) may be about any matter relating to this insurance, your loss, damage or expense, or your claim, including, but not limited to, your books and records; and
 - (3) may be recorded by us by any methods we choose.
- h. Send us a signed, sworn proof of loss containing the information we request. You must do this within 60 days after our request.
- i. Cooperate with us in the investigation and settlement of the claim.

7. Errors and Omissions

- a. We will pay your loss covered by this Equipment Breakdown Coverage if such loss is otherwise not payable solely because of any of the following:

- (1) any error or unintentional omission in the description or location of property as insured under this Policy;
- (2) any failure through error to include any premises owned or occupied by you at the inception of this Policy; or
- (3) any error or unintentional omission by you that results in cancellation of any premises insured under this Policy.

- b. No coverage is provided as a result of any error or unintentional omission by you in the reporting of values or the coverage you requested.
- c. It is a condition of this coverage that such errors or unintentional omissions shall be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.
- d. If an Errors and Omissions Limit is shown on the Declarations, we will not pay more than the indicated amount for coverage under this Condition.

8. Proving Your Loss

It is your responsibility, at your own expense, to provide documentation to us:

- a. demonstrating that the loss, damage or expense is the result of an "accident" covered under this Equipment Breakdown Coverage; and
- b. calculating the dollar amount of the loss, damage and expense that you claim is covered.

Your responsibility in **8.a.** above is without regard to whether or not the possible "accident" occurred at your premises or involved your equipment.

9. Salvage and Recoveries

When, in connection with any loss under this Equipment Breakdown Coverage, any salvage or recovery is received after the payment for such loss, the amount of the loss shall be refigured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party from the other shall be paid promptly.

10. Valuation

We will determine the value of "covered property" as follows:

a. Except as specified otherwise, our payment for damaged "covered property" will be the smallest of:

- (1) the cost to repair the damaged property;
- (2) the cost to replace the damaged property on the same site; or
- (3) the amount you actually spend that is necessary to repair or replace the damaged property.

b. The amount of our payment will be based on the most cost-effective means to replace the function, capacity and remaining useful life of the damaged property. This may include the use of generic, used or reconditioned parts, equipment or property.

c. Except as described in d. below, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.

d. Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that we agree is better for the environment, safer for people

or more energy efficient than the equipment being replaced, subject to the following conditions:

- (1) we will not pay more than 125% of what the cost would have been to replace with like kind and quality;
- (2) we will not pay to increase the size or capacity of the equipment;
- (3) this provision only applies to Property Damage Coverage;
- (4) this provision does not increase any of the applicable limits;
- (5) this provision does not apply to any property valued on an Actual Cash Value basis; and
- (6) this provision does not apply to the replacement of component parts.

e. The following property will be valued on an Actual Cash Value basis:

- (1) any property that does not currently serve a useful or necessary function for you;
- (2) any "covered property" that you do not repair or replace within 24 months after the date of the "accident"; and
- (3) any "covered property" for which Actual Cash Value coverage is specified in the Declarations.

Actual Cash Value includes deductions for depreciation.

f. If any one of the following conditions is met, property held for sale by you will be valued at the sales price as if no loss or damage had occurred, less any discounts and expenses that otherwise would have applied:

- (1) the property was manufactured by you;

- (2) the sales price of the property is less than the replacement cost of the property; or
- (3) you are unable to replace the property before its anticipated sale.

g. Except as specifically provided for under Data Restoration coverage, "data" and "media" will be valued on the following basis:

- (1) For mass-produced and commercially available software, at the replacement cost.
- (2) For all other "data" and "media," at the cost of blank "media" for reproducing the records. We will not pay for "data" representing financial records based on the face value of such records.

h. Air conditioning or refrigeration equipment that utilizes a refrigerant containing CFC (chlorofluorocarbon) substances will be valued at the cost to do the least expensive of the following:

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

In determining the least expensive option, we will include any associated Business Income or Extra Expense loss. If option (2) or (3) is more expensive than (1), but you wish to retrofit or replace anyway, we will consider this better for the environment and therefore eligible for valuation under paragraph d., **Environmental, Safety and Efficiency Improvements**. In such case, **E.10.d.(1)** is amended to read: "We will not pay more than 125% of

what the cost would have been to repair or replace with like kind and quality."

F. Additional Conditions

The following conditions apply in addition to the Loss Conditions:

1. Additional Insured

If a person or organization is designated in this Equipment Breakdown Coverage as an additional insured, we will consider them to be an insured under this Equipment Breakdown Coverage only to the extent of their interest in the "covered property."

2. Bankruptcy

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

3. Cancellation

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

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

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

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this Policy is canceled, 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.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. 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.

5. Concealment, Misrepresentation or Fraud

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

- a. intentionally cause or allow loss, damage or expense in order to collect on insurance; or
- b. intentionally conceal or misrepresent a material fact concerning:
 - (1) this Equipment Breakdown Coverage;
 - (2) the "covered property";
 - (3) your interest in the "covered property"; or
 - (4) a claim under this Equipment Breakdown Coverage.

6. 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.

7. Inspections and Surveys

a. We have the right to:

- (1) make inspections and surveys at any time;
- (2) give you reports on the conditions we find; and
- (3) recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions 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:

- (1) are safe or healthful; or
- (2) comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. 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.

8. Jurisdictional Inspections

It is your responsibility to comply with any state or municipal boiler and pressure vessel regulations. If any "covered equipment" that is "covered property" requires inspection to comply with such regulations, at your option we agree to perform such inspection.

9. Legal Action Against Us

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

- a. there has been full compliance with all the terms of this Equipment Breakdown Coverage; and
- b. the action is brought within two years after the date of the "accident"; or
- c. we agree in writing that you have an obligation to pay for damage to "covered property" of others or until the

amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this Policy to bring us into an action to determine your liability.

10. Liberalization

If we adopt any standard form revision for general use that would broaden the coverage under this Equipment Breakdown Coverage without additional premium, the broadened coverage will apply to this Equipment Breakdown Coverage commencing on the date that such revision becomes effective in the jurisdiction where the "accident" occurs.

11. Loss Payable

- a. We will pay you and the loss payee shown in the Declarations for loss covered by this Equipment Breakdown Coverage, as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part or on the part of the loss payee.
- b. We may cancel the Policy as allowed by the **Cancellation** Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel, we will mail you and the loss payee the same advance notice.
- c. If we make any payment to the loss payee, we will obtain their rights against any other party.

12. Maintaining Your Property and Equipment

It is your responsibility to appropriately maintain your property and equipment. We will not pay your costs to maintain, operate, protect or enhance your property or equipment, even if such costs are to comply with our recommendations or prevent loss, damage or expense that would be covered under this Policy.

13. Mortgage Holders

- a. The term mortgage holder includes trustee.
- b. We will pay for direct damage to "covered property" due to an "accident" to "covered equipment" to you and each mortgage holder shown in the Declarations in their order of precedence, as interests in the "covered property" may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the "covered property."
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Equipment Breakdown Coverage, the mortgage holder will still have the right to receive loss payment, provided the mortgage holder does all of the following:
 - (1) pays any premium due under this Equipment Breakdown Coverage 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;
 - (3) has notified us of any change in ownership or material change in risk known to the mortgage holder; and
 - (4) has complied with all other terms and conditions of this Policy.

All of the terms of this Equipment Breakdown Coverage will then apply directly to the mortgage holder.

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

(1) the mortgage holder's right under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) the mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder 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 mortgage holder at least:

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

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this Policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this Policy.

h. If we suspend coverage, it will also be suspended as respects the mortgage holder. We will give written notice of the suspension to the mortgage holder.

14. Other Insurance

If there is other insurance that applies to the same loss, damage or expense, this Equipment Breakdown Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

15. Policy Period, Coverage Territory

Under this Equipment Breakdown Coverage:

a. The "accident" must occur during the policy period, but expiration of the Policy does not limit our liability.

b. The "accident" must occur within the following Coverage Territory:

(1) the United States of America (including its territories and possessions);

(2) Puerto Rico; and

(3) Canada.

16. Premiums

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.

17. Privilege to Adjust with Owner

In the event of loss, damage or expense involving property of others in your care, custody or control, we have the right to settle the loss, damage or expense with respect to such property with the owner of the property. Settlement with owners of that property will satisfy any claim of yours.

18. Suspension

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by delivering or mailing a written notice of suspension to:

a. your last known address; or

b. the address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment."

If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of

suspension. But the suspension will be effective even if we have not yet made or offered a refund.

19. 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.

20. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Equipment Breakdown Coverage 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 an "accident."
- b. After an "accident" only if, at time of the "accident," that party is one of the following:
 - (1) someone insured by this Policy; or
 - (2) a business firm:
 - (a) owned or controlled by you; or
 - (b) that owns or controls you.

G. Definitions

1. "Accident"

- a. "Accident" is defined in **A.1.a.**

b. None of the following is an "accident," however caused and without regard to whether such condition or event is normal and expected or unusual and unexpected;

- (1) depletion, deterioration, rust, corrosion, erosion, settling or wear and tear;
- (2) any gradually developing condition;
- (3) any defect, programming error, programming limitation, computer virus, malicious code, loss of "data," loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind;
- (4) contamination by a "hazardous substance"; or
- (5) misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

2. "Boilers and Vessels" means:

- a. boilers;
- b. steam piping;
- c. piping that is part of a closed loop used to conduct heat from a boiler;
- d. condensate tanks; and
- e. unfired vessels which, during normal usage, operate under vacuum or pressure, other than the weight of contents.

This term does not appear elsewhere in this Coverage Form, but may appear in the Declarations.

3. "Building Utilities" means "covered equipment" permanently mounted on or in a building and used to provide any of the following services within the building: heating, ventilating, air conditioning, electrical power, hot water, elevator or es-

calator services, natural gas service or communications. "Building utilities" does not include personal property or equipment used in manufacturing or processing.

4. **"Buried Vessels or Piping"** means any piping or vessel buried or encased in the earth, concrete or other material, whether above or below grade, or in an enclosure which does not allow access for inspection and repair.

5. **"Business Income"** means the sum of:

- a. the Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
- b. continuing normal and necessary operating expenses incurred, including employee payroll.

6. **"Business Income Actual Annual Value"** means the "business income" for the current fiscal year that would have been earned had no "accident" occurred.

In calculating the "business income actual annual value," we will take into account the actual experience of your business before the "accident" and the probable experience you would have had without the "accident."

7. **"Business Income Estimated Annual Value"** means the anticipated "business income" reported to us and shown in the Declarations. If no value is shown in the Declarations, the "business income estimated annual value" will be the most recent report of anticipated "business income" values on file with us.

8. **"Covered Equipment"**

- a. "Covered Equipment" is defined in **A.1.b.**
- b. None of the following is "covered equipment":
 - (1) structure, including but not limited to the structural portions of buildings and towers, scaffolding, and any air supported enclosure;
 - (2) foundation;

- (3) cabinet, compartment, conduit or ductwork;
- (4) insulating or refractory material;
- (5) "buried vessels or piping";
- (6) waste, drainage or sewer piping;
- (7) piping, valves or fittings forming a part of a sprinkler or fire suppression system;
- (8) water piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system;
- (9) "vehicle" or any equipment mounted on a "vehicle";
- (10) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
- (11) dragline, excavation or construction equipment;
- (12) equipment manufactured by you for sale; or
- (13) "data."

9. **"Covered Property"**

- a. "Covered Property" means property that you own or property that is in your care, custody or control and for which you are legally liable. Such property must be at a location described in the Declarations except as provided under Off Premises Property Damage Coverage.
- b. None of the following is "covered property":
 - (1) accounts, bills, currency, deeds or other evidences of debt, money, notes or securities;
 - (2) fine arts, jewelry, furs or precious stones;
 - (3) precious metal, unless forming a part of "covered equipment";

- (4) animals;
- (5) contraband, or property in the course of illegal transportation or trade;
- (6) land (including land on which the property is located), water, trees, growing crops or lawns; or
- (7) shrubs or plants, unless held indoors for retail sale.

10. "Data" means information or instructions stored in digital code capable of being processed by machinery.

11. "Electrical Generating Equipment"

a. "Electrical Generating Equipment" means equipment which converts any other form of energy into electricity. This includes, but is not limited to, the following:

- (1) boilers used primarily to provide steam for one or more turbine-generator units;
- (2) turbine-generators (including steam, gas, water or wind turbines);
- (3) engine-generators;
- (4) fuel cells or other alternative electrical generating equipment;
- (5) electrical transformers, switch-gear and power lines used to convey the generated electricity; and
- (6) associated equipment necessary for the operation of any of the equipment listed in (1) through (5) above.

b. "Electrical Generating Equipment" does not mean:

- (1) elevator or hoist motors that generate electricity when releasing cable; or

- (2) equipment intended to generate electricity solely on an emergency, back-up basis.

This term does not appear elsewhere in this Coverage Form, but may appear in the Declarations.

12. "Extra Expense" means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "accident" occurred.

13. "Hazardous Substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

14. "Interruption of Service"

a. "Interruption of Service" means a failure or disruption of the normal supply of any of the Covered Services listed in b. below, when such failure or disruption is caused by an "accident" to "covered equipment," subject to the conditions listed in c. through f. below.

b. Covered Services are electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks and data transmission.

c. The "covered equipment" must either be:

- (1) owned by a company with whom you have a contract to supply you with one of the Covered Services; or

- (2) used to supply you with one of the Covered Services and located within one mile of a location described in the Declarations.

d. If a Service Interruption Distance Limitation is indicated in the Declarations, the "covered equipment" suffering the

"accident" must be located within the indicated distance of any location described in the Declarations.

- e. Unless otherwise shown in the Declarations, no failure or disruption of service will be considered to qualify as an "interruption of service" until the failure or disruption exceeds 24 hours immediately following the "accident."
- f. "Interruption of Service" does not include any failure or disruption, whether or not arising from or involving an "accident," in which a supplier could have continued to provide service to the location but chose for any reason to reduce or discontinue service.

15. "Interruption of Supply"

- a. "Interruption of Supply" means a failure or disruption of the normal supply of any of the Covered Contingencies listed below, when such failure or disruption is caused by an "accident" to "covered equipment" that is located at a Contingent Business Income supplier or receiver location indicated in the Declarations. If no Contingent Business Income supplier or receiver location is indicated in the Declarations, the "covered equipment" must be owned by a supplier from whom you have received the Covered Contingency for at least six months prior to the "accident" or a receiver to whom you have supplied the Covered Contingency for at least six months prior to the "accident."
- b. Covered Contingencies are raw materials, intermediate products, finished products, packaging materials and product processing services.

16. "Media" means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

17. "One Accident" means all "accidents" occurring at the same time from the same event.

If an "accident" causes other "accidents," all will be considered "one accident."

18. "Ordinary Payroll" means the Payroll Expenses associated with all employees other than executives, department managers and employees under contract.

As used above, Payroll Expenses means all payroll, employee benefits directly related to payroll, FICA payments you pay, union dues you pay and workers compensation premiums.

"Ordinary payroll" does not include pensions or directors fees.

This term does not appear elsewhere in this Coverage Form, but may appear in the Declarations.

19. "Period of Restoration" means the period of time that begins at the time of the "accident" and continues until the earlier of:

- a. the date the physical damage to "covered equipment" is repaired or replaced; or
- b. the date on which such damage could have been repaired or replaced with the exercise of due diligence and dispatch,

plus the number of days, if any, shown in the Declarations for Extended Period of Restoration.

20. "Perishable Goods" means any "covered property" subject to deterioration or impairment as a result of a change of conditions, including but not limited to temperature, humidity or pressure.

21. "Production Machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus.

This term does not appear elsewhere in this Coverage Form, but may appear in the Declarations.

22. **"Spoilage"** means any detrimental change in state. This includes but is not limited to thawing of frozen goods, warming of refrigerated goods, freezing of fresh goods, solidification of liquid or molten material and chemical reactions to material in process.

23. **"Vehicle"** means any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" in-

cludes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."



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BM 72 21 (Ed. 01 12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

EQUIPMENT BREAKDOWN COVERAGE FORM

A. Under F. Additional Conditions, paragraph **3. Cancellation**, subparagraph **b.**, **c.**, and **e.**, are replaced by the following:

b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:

- (1)** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 45 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.

e. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.

- (1)** We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
 - (a)** at our request;

(b) because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

(c) and rewritten by us or a member of our company group; or

(d) after the first year, if it is a prepaid policy written for a term of more than one year.

B. When this Policy is cancelled at your request (except when paragraph **3.b.**, **3.c.** or **3.d.** applies), we will compute return premium as 75% of the pro rata unearned premium, rounded to the next higher whole dollar.

However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

C. The following **Appraisal** condition is added to **F. Additional Conditions**:

Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser, you and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the Insured or the insurer may apply in writing,

for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the 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 loss. Any outcome of the appraisal will not be binding on either party. Each party will:

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

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

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

D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

- a. If we elect to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - (1) 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - (2) 45 days before the expiration date if the nonrenewal is for any other reason.
- b. We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.



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BM 72 91
(Ed. 06 07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

EQUIPMENT BREAKDOWN COVERAGE FORM

A. Paragraph 2.b. under Limits of Insurance is replaced by the following:

If two or more coverage limits under this Coverage Part apply to the same loss or portion of a loss, we will pay only the smallest of the applicable limits for that loss or portion of the loss. This means that if:

- (1)** you have a loss under one of the coverages listed in **A.2.**; and
- (2)** all or part of the loss is not covered because the applicable coverage is excluded or has a limit that is less than the amount of your loss;

we will not pay the remaining amount of such loss under any other coverage.

B. Paragraph G. Definitions, 5. "Business Income" is deleted and replaced by the following:

5. "Business Income" means the sum of:

- a.** The Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
- b.** Continuing normal operating expenses incurred, including employee payroll, unless employee payroll is excluded upon your request. If employee payroll is excluded, it will be so indicated on the Declarations Page.



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301 E 4th Street • Cincinnati, OH 45202-4201
513.369.5000
www.GreatAmericanInsurance.com

EQUIPMENT BREAKDOWN - SCHEDULE OF LOCATIONS

Location 1: 6066 Leesburg Pike Suite 550 Falls Church, VA 22041



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Policy: SPP 0518960 00 00

BUSINESSPRO® BUSINESS AUTO COVERAGE FORM DECLARATIONS PAGE

ITEM ONE	
Named Insured: American Thyroid Association, Inc.	Policy Period: 05/28/2013 to 05/28/2014
Form of Business: Non-profit Organization	

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 the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

Coverages	Covered Autos	Limit The Most We Will Pay For One Accident or Loss	Premium
LIABILITY	8,9	\$ 1,000,000	\$ INCL
PERSONAL INJURY PROTECTION (or Equivalent No-Fault Coverage)			
ADDED PERSONAL INJURY PROTECTION (or Equivalent Added No-Fault Coverage)			
PROPERTY PROTECTION INSURANCE (Michigan Only)			
AUTO MEDICAL PAYMENTS			
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)			
UNINSURED MOTORISTS			
UNDERINSURED MOTORISTS (When Not Included in Uninsured Motorists Coverage)			
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	8	Actual Cash Value or cost of repair, whichever is less, MINUS the Deductible stated in ITEM THREE - Schedule of Covered Autos but no deductible applies to loss caused by fire or lightning. See ITEM FOUR for hired or borrowed "autos."	\$ INCL
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value or cost of repair, whichever is less, MINUS the Deductible stated in ITEM THREE - Schedule of Covered Auto for loss caused by mischief or vandalism. See ITEM FOUR for hired or borrowed "autos."	

Coverages	Covered Autos	Limit The Most We Will Pay For One Accident or Loss	Premium
PHYSICAL DAMAGE COLLISION COVERAGE	8	Actual Cash Value or cost of repair, whichever is less, MINUS the Deductible stated in ITEM THREE - Schedule of Covered Autos. See ITEM FOUR for hired or borrowed "autos."	\$ INCL
PHYSICAL DAMAGE TOWING AND LABOR		See ITEM THREE - Schedule of Covered Autos for limit for each disablement of Private Passenger Autos.	
OTHER COVERAGES			
		* Estimated Total Premium	\$ INCL

* This policy may be subject to final audit.

FORMS AND ENDORSEMENTS applying to this Coverage Part and made part of this Policy at time of issue:
SEE CA 88 01 (Ed. 01/87).

ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

DATE OF THIS SCHEDULE: 05/28/2013

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

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liab. Cov. Is Primary)	Premium
VA	\$ If any			\$ INCL
Total Premium				\$ INCL

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

LIABILITY COVERAGE - RATING BASIS, NUMBER OF DAYS - (FOR MOBILE OR FARM EQUIPMENT - RENTAL PERIOD BASIS)

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium
Total Premium				

PHYSICAL DAMAGE COVERAGE

Coverages	Limit of Insurance (The Most We Will Pay Deductible)	Estimated Annual Cost of Hire	Rate Per Each \$100 Ann. Cost of Hire	Premium
Comprehensive	Actual Cash Value or Cost of repairs MINUS \$250 deductible for each Covered Auto, but no deductible applies to loss caused by fire or lightning.	If Any		\$ INCL
Specified Causes of Loss	Actual Cash Value or Cost of repairs MINUS deductible for each Covered Auto for loss caused by mischief or vandalism.			
Collision	Actual Cash Value or Cost of repairs MINUS \$500 deductible for each Covered Auto.	If Any		\$ INCL
Total Premium				\$ INCL

ITEM FIVE SCHEDULE FOR NON-OWNERSHIP LIABILITY			
Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations and Other Than Social Service Agencies	Number of Employees Number of Partners		\$ INCL
Garage Service Operations	Number of Employees Whose Principal Duty Involves the Operation of Autos		
Social Service Agencies	Number of Employees Number of Volunteers		\$ INCL \$ INCL
		Total Premium	\$ INCL

ITEM SIX		SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS - LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS			
Loc No.	Estimated Yearly	RATES			
		() Gross Receipts (Per \$100)		() Mileage (Per Mile)	
		Liability	Auto Medical Payments	Med. Expense Benefits (VA Only)	Income Loss Benefits (VA Only)
		PREMIUMS			
		Liability	Auto Medical Payments	Med. Expense Benefits (VA Only)	Income Loss Benefits (VA Only)
Total Premiums					
Minimum Premiums					
Loc. Number	Address				

When used as a premium basis:

For Public Autos

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

For Rental or Leasing Concerns

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.



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BUSINESSPRO[®] FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		Date Added * or Date Deleted	Form Description
1.	CA8003	03-06		BusinessPRO Business Auto Coverage Form Declarations Page
2.	CA0001	03-06		Business Auto Coverage Form
3.	CA2054	10-01		Employee Hired Autos

* If not at inception



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CA 00 01
 (Ed. 03 06)

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 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 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 Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).

Symbol	Description of Covered Auto Designation Symbols	
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	Nonowned "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.

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 Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for 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 - 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 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 costs taxed against the "Insured" in any "suit" against the "Insured" we defend.
- (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 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 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.

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.
- (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:

- (1) 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
- (2) 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 at-

tack, 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 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 also 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 indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) collision only if the Declarations indicate 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 contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

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

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 measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

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

Exclusions 4.c. and 4.d. do not apply to:

a. equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. any other electronic equipment that is:

(1) necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) an integral part of the same unit housing any sound reproducing equipment described in paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

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

C. Limit of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

- a. the actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
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 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 conceal or misrepresent 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 Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (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 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 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:

- a. the United States of America;
- b. the territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. anywhere in the world if:

(1) 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; and

(2) 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 apply 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";
- (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:

- (1) 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
- (2) the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- 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:

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;

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, road beds, tunnel, underpass or crossing; or

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.

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.



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CA 20 54
(Ed. 10 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS 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 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 that "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Physical Damage, and Garage Coverage Forms. Paragraph **5.d.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Truckers Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Ex-**

cess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. any covered "auto" you lease, hire, rent or borrow; and
2. any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."



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GAI 6001 (Ed. 06 97)

Policy No. SPP 0518960 00 00
Renewal Of

THE PROTECTOR COMMERCIAL UMBRELLA DECLARATIONS PAGE

1. NAMED INSURED AND ADDRESS: American Thyroid Association, Inc. 6066 Leesburg Pike Suite 550 Falls Church, VA 22041	2. POLICY PERIOD: 12:01 A.M. Standard Time at the address of the Named Insured shown at left. From: 05/28/2013 To: 05/28/2014
IN RETURN FOR 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.	PRODUCERS NAME AND ADDRESS: Affinity Insurance Services 1120 20th Street Northwest Suite 600 Washington, DC 20036

Insurance is afforded by: Great American Insurance Company of New York

3. PREMIUM

Commercial Umbrella Premium	\$	400.00
Personal Umbrella Premium	\$	
Total Advance Premium	\$	400.00
Taxes	\$	0.00
Surcharge	\$	0.00
Total	\$	400.00

In the event of cancellation by the Named Insured, the company will receive and retain no less than \$ 80.00 as a policy minimum premium.

BASIS OF PREMIUM: Non-Auditable (X) Auditable ()

4. LIMITS OF INSURANCE:

\$	1,000,000	Each Occurrence
\$	1,000,000	General Aggregate (Where Applicable)
\$	1,000,000	Products-Completed Operations Aggregate

5. SELF-INSURED RETENTION: \$ 10,000

6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule, GAI 6013 (Ed. 06/97).

Countersigned _____ Date _____ By _____ Authorized Representative



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FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added * or Date Deleted	Form Description
1.	GAI6001 06-97		The Protector Commercial Umbrella Declarations Page
2.	GAI6002 04-10		Protector Umbrella Coverage Form
3.	GAI6003 06-97		Schedule A - Schedule Of Underlying Insurance
4.	GAI6114 04-10		Employers Liability Exclusion
5.	GAI6135 06-97		Professional Liability Exclusion
6.	GAI6136 04-10		Punitive Or Exemplary Damages - Following Form
7.	GAI6138 06-97		Care, Custody Or Control Exclusion - Real Property
8.	GAI6208 02-12		Virginia changes- Cancellation/Nonrenewal
9.	GAI6256 04-10		VA - Amendatory Endorsement
10.	GAI6333 06-97		Exclusion - Liability Arising Out Of Lead
11.	GAI6423 12-98		Tanning Facilities Exclusion
12.	GAI6442 04-10		Fungi, Mold Or Spores Exclusion
13.	GAI6452 01-08		Cap On Losses From Certified Acts Of Terrorism
14.	GAI6458 01-08		Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
15.	GAI6472 01-08		Disclosure Pursuant To Terrorism Risk Insurance Act
16.	GAI6475 01-08		Act Of Terrorism Retained Limit
17.	GAI6556 06-97		Employee Benefit Exclusion
18.	GAI6819 10-04		Silica Or Related Dust Exclusion
19.	GAI6946 04-08		Exclusion - Designated Activities
20.	GAI6947 04-10		Additional Insureds - Association Committee Members
21.	GAI6949 04-10		Exclusion 2 Antitrust, Restraint Of Trade, Unfair Competition - VA ONLY
22.	GAI6950 04-10		Exclusion - Setting of Standards, Warning, Licenses or Certification - VA Only
23.	GAI6952 04-10		Exclusion - Assoc Member, Chapter or Club Auto - VA Only
24.	GAI6953 04-10		Exclusion - Chapter or Club Activities - VA Only

* If not at inception



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GAI 6002
(Ed. 04 10)

T H E P R O T E C T O R

COMMERCIAL UMBRELLA COVERAGE FORM

There are provisions in this Policy that 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 as defined in Insuring Agreement, **V. DEFINITIONS**. The words "we," "us," and "our" refer to the Company providing this insurance. The word "Insured" means any person or organization qualifying as such in Insuring Agreement, **V. DEFINITIONS**. Words and phrases that appear in quotation marks have special meanings that can be found in **V. DEFINITIONS** or in the specific Policy provision where those words appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

A. We will pay on behalf of the "Insured" those sums in excess of the "retained limit" that the "Insured" becomes legally obligated to pay as damages, by reason of liability imposed by law or assumed by the "Insured" under an "insured contract," because of:

1. "bodily injury" or "property damage" that takes place; or
2. "personal injury" or "advertising injury" arising from an offense committed;

during the Policy Period and caused by an "occurrence" happening anywhere. If we are prevented by law or statute from paying such sums on behalf of the "Insured," then we will indemnify the "Insured" for them. The amount we will pay for damages is limited as described below in **Section II. LIMITS OF INSURANCE**.

B. This insurance applies to "bodily injury," "property damage," "personal injury," or "advertising injury" only if, prior to the Policy Period, no "Insured" knew that the "bodily injury," "property damage," "personal injury," or "advertising injury" had occurred, in whole or in part. If any "Insured" knew, prior to the Policy Period, that the "bodily injury," "property damage," "personal injury," or "advertising injury" had occurred in whole or in part, then any continuation, change, or resumption of such "bodily injury," "property damage," "personal injury," or "advertising injury," during or after the Policy Period, will be deemed to have been known prior to the Policy Period.

C. "Bodily injury," "property damage," "personal injury," or "advertising injury" which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any "Insured," includes any continuation, change, or resumption of that "bodily injury," "property damage," "personal injury," or "advertising injury" after the end of the Policy Period.

- D. "Bodily injury," "property damage," "personal injury," or "advertising injury" will be deemed to have been known by all "Insureds" to have occurred at the earliest time when any "Insured":
1. reports all, or any part, of the "bodily injury," "property damage," "personal injury," or "advertising injury" to us or any other insurer;
 2. receives a written or verbal demand or "claim" for damages because of the "bodily injury," "property damage," "personal injury," or "advertising injury"; or
 3. becomes aware by any other means that "bodily injury," "property damage," "personal injury," or "advertising injury" has occurred or has begun to occur.

II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 4. of the Declarations and the rules below state the most we will pay regardless of the number of:
1. "Insureds";
 2. "claims" made or "suits" brought; or
 3. persons or organizations making "claims" or bringing "suits."
- B. The General Aggregate Limit is the most we will pay for all damages covered under the Insuring Agreement in **Section I.**, except:
1. damages included in the "products-completed operations hazard"; and
 2. coverages included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.

The amount stated in the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury," "property damage," "personal injury," or "advertising injury" subject to an aggregate limit in the "underlying insurance." The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the "underlying insurance."

- C. The Products-Completed Operations Aggregate Limit stated in the Declarations is the most we will pay for all damages included in the "products-completed operations hazard."
- D. Subject to **B.** or **C.** in **Section II. LIMITS OF INSURANCE**, whichever applies, the Each Occurrence Limit stated in the Declarations is the most we will pay for damages covered under the Insuring Agreement in **Section I.** because of all "bodily injury," "property damage," "personal injury," and "advertising injury" arising out of any one "occurrence."
- E. If the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" are reduced or exhausted by actual payment for one or more "claims" or "suits," then, subject to all applicable terms and conditions of this Policy, we will:
1. in the event of reduction, pay in excess of the reduced underlying Limits of Insurance, or;

2. in the event of exhaustion, continue in force as "underlying insurance";

Coverage provided pursuant to **E.1.** or **E.2.** above will be subject to the exclusions, terms, and conditions of this Policy.

- F.** The Limits of Insurance of this Policy 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.

G. Retained Limit

Subject to the applicable Limits of Insurance stated in the Declarations and described in **A.** through **F.**, above, we will be liable only for that portion of damages that is in excess of the "retained limit." The "retained limit" is the greater of:

1. the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of all other insurance providing coverage to the "Insured" during the Policy Period; or
2. the amount stated in the Declarations as "Self-Insured Retention," as respects any "occurrence" covered by none of the underlying policies listed in the Schedule of Underlying Insurance and by no other insurance providing coverage to the "Insured" during the Policy Period.

Once the "Self-Insured Retention" has been fully exhausted by the Insured's actual payment of damages because of "claims" and "suits," the "Self-Insured Retention" will not be reapplied or again payable by the "Insured" because of any "bodily injury," "property damage," or offense that takes place or is committed during the Policy Period.

III. DEFENSE

- A.** We will have the right and duty to investigate any "claim" and defend any "suit" seeking damages covered by the terms and conditions of this Policy when:
 1. the applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limit of Insurance of all other insurance providing coverage to the "Insured" have been exhausted by actual payment of "claims" for any "occurrence" to which this Policy applies; or
 2. damages are sought for any "occurrence" which is covered by this Policy but covered by none of the underlying policies listed in the Schedule of Underlying Insurance and by no other insurance providing coverage to the "Insured."
- B.** When we assume the defense of any "claim" or "suit":
 1. we will investigate any "claim" and defend any "suit" against the "Insured" seeking damages on account of any "occurrence" covered by this Policy. We have the right to investigate, defend, and settle the "claim" or "suit" as we deem expedient.
 2. all expenses we incur in the investigation of any "claim" or defense of any "suit" are in addition to our Limits of Insurance.

3. we will pay the following as expenses, but only to the extent they are neither paid nor required to be paid by one or more of the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured":
 - a. premiums on bonds to release attachments, but only for bond amounts within our applicable Limit of Insurance. We are not obligated to apply for or furnish any such bond.
 - b. premiums on appeal bonds required by law to appeal any "claim" or "suit" we defend, but only for bond amounts within our applicable Limit of Insurance. We are not obligated to apply for or furnish any such bond.
 - c. all court costs taxed against the "Insured" in any "claim" or "suit" we defend. However, we will not pay for attorneys' fees or attorneys' expenses taxed against the "Insured."
 - d. pre-judgment interest awarded against the "Insured" on that part of the judgment we pay that is within our applicable Limit of Insurance. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on the period of time after the offer;
 - e. all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit of Insurance;
 - f. the "Insured's" actual and reasonable expenses incurred at our request.
- C. We will not investigate any "claim" or defend any "suit" after our applicable Limits of Insurance have been exhausted by payment of judgments or settlements.
- D. Except for those instances described in Subsection A. in **Section III. DEFENSE**, we will not be obligated to assume charge of the investigation, settlement, or defense of any "claim" or "suit" against the "Insured." We will, however, have the right and will be given the opportunity to participate in the settlement, defense, and trial of any "claim" or "suit" relative to any "occurrence" which, in our opinion, may create liability on our part under the terms of this Policy. If we exercise such right, we will do so at our own expense.

IV. EXCLUSIONS

This insurance does not apply to:

A. Asbestos

"Bodily injury," "property damage," "personal injury," "advertising injury," and any other liability, including, but not limited to, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, any manufacture, mining, use, sale, installation, removal, or distribution activities related to any form of asbestos;
2. exposure to, testing for, monitoring of, cleaning up, removing, containing, or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or

3. any obligation to investigate, settle, or defend, or indemnify any person against, any "claim" or "suit" arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

B. Breach of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement."

C. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the "Insured."

D. 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.

E. 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 contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
6. that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2. of this exclusion does not apply if the premises are "your work" and were never occupied, rented, or held for rental by you.

Paragraphs **3.**, **4.**, **5.**, and **6.** of this exclusion do not apply to liability assumed under a railroad sidetrack agreement.

Paragraph **6.** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

G. 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.

H. Distribution Of Material In Violation Of Statutes

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising, directly or indirectly, out of any act or omission that violates or is alleged to violate:

1. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to that law, by the sending or transmitting of a fax or the placing of a phone call;
2. the CAN-SPAM Act of 2003, including any amendment of or addition to that law, by the sending or transmittal of an email; or
3. the Fair Credit Reporting Act (FCRA), and any such amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
4. any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

I. Electronic Chat Rooms or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chat room, bulletin board, website, social networking site or service, or blog the "Insured" hosts or owns, or over which the "Insured" exercises control.

J. Electronic Data

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

K. Employment-Related Practices

"Bodily injury", "personal injury," or "advertising injury," however caused, arising directly or indirectly out of any:

1. refusal to employ or promote;

2. termination of employment;
3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination, or malicious prosecution, directed at a person, or other employment-related practice, policy, act, or omission; or
4. consequential "bodily injury," "property damage," "personal injury," or "advertising injury," as a result of paragraphs 1. through 3. of this exclusion.

This exclusion applies whether the injury-causing event described in paragraphs 1. through 4. occurs before employment, during employment, or after employment of that person, and whether the "Insured" may be held liable as an employer or in any other capacity, and to any obligation to share damages with or to repay someone else who must pay damages because of the "bodily injury," "property damage," "personal injury," or "advertising injury."

L. ERISA

Any obligation of the "Insured" under the Employee Retirement Income Security Act of 1974 (ERISA) or, any amendment to this act, or under any similar law, regulation, or ordinance.

M. 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.

N. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal injury" or "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."

O. Knowing Violation of Rights of Another

"Personal injury" or "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 injury" or "advertising injury."

P. Material Published Prior to Policy Period

"Personal injury" or "advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period.

Q. Material Published with Knowledge of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity.

R. Nuclear Energy Liability

1. "Bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage," however caused:

- a. with respect to which an "Insured" under this Policy is also 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 insured under any such policy but for its termination upon exhaustion of its Limit of Liability; or
 - b. 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)** any "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.
2. "Bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage," however caused, arising or resulting from, directly or indirectly, the "hazardous properties" of "nuclear material," if:
- a. the "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, any "Insured" or **(b)** has been discharged or dispersed therefrom;
 - b. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of any "Insured"; or
 - c. the "bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear 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 **2.c.** applies only to "property damage" to such "nuclear facility" and any property in or at that "nuclear facility."
3. As used in this Nuclear Energy Liability exclusion:

"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."

"Nuclear 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 **(a)** separating the isotopes of uranium or plutonium, **(b)** processing or utilizing "spent fuel," or **(c)** handling, processing or packaging "nuclear 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 any "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 "nuclear 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.

"Nuclear property damage" includes all forms of radioactive contamination of tangible property.

S. Pollution

- 1. Any "bodily injury," "property damage," "personal injury," "advertising injury," and any other liability, including, but not limited to, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or related in any way, either directly or indirectly, in whole or in part, to the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, presence of, or exposure to, any "pollutant," from any source, at any location, at any time.
- 2. Any loss, cost, or expense which would not have occurred in whole or in part but for any:
 - a. Request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or
 - b. "Claim" or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

This exclusion does not apply to "bodily injury" or "property damage" caused by smoke, fumes, vapor, or soot from a "hostile fire," or sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat that building.

"Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

T. Quality or Performance of Goods - Failure to Conform to Statements

"Personal injury" or "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."

U. 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.

V. Unauthorized Use of Another's Name or Product

"Personal injury" or "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 tactic to mislead another's potential customers.

W. Un-Insured/Under-Insured Motorists and Similar Laws

Any obligation of the "Insured" under a No Fault, Uninsured Motorist or Underinsured Motorist law, or under any similar law, regulation or ordinance.

X. War

"Bodily injury," "property damage," "personal injury," or "advertising injury," however caused, arising directly or indirectly out of:

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

Y. Workers' Compensation And Similar Laws

Any obligation of the "Insured" under a Workers Compensation, Unemployment Compensation or, Disability Benefits Law, or under any similar law, regulation, or ordinance.

Z. Wrong Description of Prices

"Advertising injury" arising out of the wrong description of the pricing of goods, products or services stated in your "advertisement."

AA. Following Form

The following exclusions 1. through 6. do not apply to the extent that such coverage is provided by "underlying insurance" or would have been provided by "underlying insurance" but for the exhaustion of the applicable limits of the "underlying insurance" by the payment of damages for "bodily injury," "property damage," "personal injury," or "advertising injury" covered

by our Policy. However, under no circumstances will the coverage provided by our Policy for the risks described in the following exclusions 1. through 6. be any broader than the coverage provided for those risks by the "underlying insurance."

Subject to the preceding paragraph, this insurance does not apply to:

1. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any aircraft, if such aircraft is owned, or hired without pilot or crew, by or on behalf of any "Insured."

2. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any "auto."

3. Contractual Liability

"Bodily injury," "property damage," "personal injury" or "advertising injury" for which any "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:

- a. that the "Insured" would have in the absence of the contract or agreement; or
- b. assumed in a written contract or written agreement that is an "Insured contract," but only if the "bodily injury," "property damage," "personal injury" or "advertising injury" occurs after the "Insured" signs or otherwise formally executes that contract or agreement.

4. Employee Liability

Liability of any "employee" with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" to you or to another "employee" of the same employer injured in the course of such employment.

5. Employer's Liability

- a. "Bodily injury" to:
 - (1) an "employee" of any "Insured," arising out of and in the course of:
 - (a) employment by any "Insured"; or
 - (b) performing duties related to the conduct of any "Insured's" business; or
 - (2) the spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. (1) of this exclusion.
- b. This exclusion applies:
 - (1) whether any "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.

6. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any watercraft, if such watercraft is owned, or chartered without crew, by or on behalf of any "Insured."

This exclusion does not apply to watercraft while ashore on any premises owned by, rented to, or controlled by you.

V. DEFINITIONS

A. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. notices that are published include material placed on the Internet or on similar electronic means of communication;
2. regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. "Advertising injury" means injury, including consequential "bodily injury," arising out of advertising activities of any "Insured" as a result of one or more of the following offenses committed during the Policy Period in the course of advertising your goods, products, or services:

1. oral or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. oral or written publication, in any manner, of material that violates a person's right of privacy;
3. misappropriating another's advertising ideas in your "advertisement"; or
4. infringing upon another's copyright, trade dress, or slogan in your "advertisement."

"Advertising injury" does not include "personal injury."

C. "Auto" means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

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

D. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of those at any time. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from a physical injury, sickness, or disease of that person.

E. "Claim" means a demand, made under an assertion of legal right, for money as compensation for "bodily injury," "property damage," "advertising injury," or "personal injury." "Claim" includes "suit."

- F. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hardware, or media, 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.
- G. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
- H. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- I. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
 - 1. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- 2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

"Impaired property" does not include "electronic data."

- J. "Insured" means each of the following, to the extent set forth:
 - 1. The Named Insured meaning:
 - a. any person or organization listed in Item 1. of the Declarations, and any Company of which you own more than 50% as of the beginning of the Policy Period.
 - b. any organization you newly acquire or form during the Policy Period, other than a partnership, joint venture or limited liability company, and of which you maintain ownership of more than 50%, will qualify to be a Named Insured. However:
 - (1) coverage for such an organization 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;
 - (2) coverage under this provision does not apply to any "bodily injury," "property damage," "personal injury" or "advertising injury" that occurred before you acquired or formed the organization; and
 - (3) coverage under this provision applies only if the organization is insured under one or more of the policies listed in the Schedule of Underlying Insurance, and then for no broader coverage than is provided for that organization under such underlying policies.

- 2. If you are an individual:

- a. you and your spouse, but only with respect to the conduct of a business of which you are the sole owner as of the beginning of the Policy Period.
 - 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; and
- c. your legal representative if you die, but only with respect to duties as such. That representative will have all of your rights and duties under this insurance.
3. If you are a partnership or joint venture, your partners or members and their spouses, but only as respects the conduct of your business.
 4. If you are a limited liability company, your members and your managers, but only as respects the conduct of your business.
 5. If you are a trust, you are an "Insured." Your trustees are also "Insureds," but only with respect to their duties as your trustees.
 6. Any person or organization, other than a Named Insured, included as an additional "Insured" by virtue of an "insured contract" or a contract that includes an "insured contract," and to which coverage is provided by the "underlying insurance," but for no broader coverage under this Policy than the coverage the "underlying insurance" provides for such additional "Insured."
 7. Subject to 12., below, any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company) and any of your "employees," but only while acting within the scope of their duties as such. Your stockholders (if you are an organization other than a partnership, joint venture, or limited liability company) are also "Insureds," but only with respect to their liability as your stockholders. But no person or organization that is an "Insured" solely by virtue of this subparagraph is an "Insured" as respects any:
 - a. "bodily injury" or "property damage" arising out of the ownership, maintenance, use, or "loading or unloading" of any "auto," aircraft or watercraft.

However, if valid "underlying insurance" affords such coverage for that person or organization, or would have afforded such coverage but for the exhaustion of underlying limits for "bodily injury" or "property damage," then, subject to all the other terms and conditions of our Policy, that person or organization is also an "Insured" under our Policy as respects a. In that case, the coverage our Policy provides that person or organization for a. will follow the provisions, exclusions, and limitations of, and be no broader than, the coverage that "underlying insurance" provides that person or organization for a.
 8. Subject to 12., below your "volunteer workers," but only while performing duties related to the conduct of your business.
 9. Any person or organization, other than one of your "employees," while acting as your real estate manager.
 10. Any person or organization (other than your partners, "executive officers," directors, stockholders or "employees") with respect to any "auto" owned by you, loaned to you, or hired by you or on your behalf, and used by that person or organization with your permission. But no person or organization that is an "Insured" solely by virtue of this subparagraph is an "Insured" as respects using an "auto" while working in a business that sells, services, repairs, or parks "autos" unless you are in that business.
 11. No person or organization is an "Insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations or unless added via endorsement to this Policy.

12. None of your "employees" or "volunteer workers" is an "Insured" as respects any:

a. "Bodily injury," "personal injury" or "advertising injury":

- (1)** to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (2)** to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **a. (1)** above;
- (3)** 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.(1)** or **a.(2)** above; or

b. "Property damage" to property:

- (1)** owned, occupied, or used by,
- (2)** 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" or "volunteer workers," any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

K. "Insured contract" means:

- 1.** a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you, or while temporarily occupied by you with permission of the owner, is not an "insured contract";
- 2.** a sidetrack agreement;
- 3.** any easement or license agreement, except in connection with construction or demolition operations on or within 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.** an elevator maintenance agreement;
- 6.** that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage," "personal injury" or "advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **6.** 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 indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - c. 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 **b.** above and supervisory, inspection, architectural or engineering activities.
- L.** "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."
- M.** "Loading or unloading" means the handling of property:
- 1. after it is removed from the place where it is accepted for movement into or onto an aircraft, watercraft, or "auto";
 - 2. while it is in or on an aircraft, watercraft, or "auto";
 - 3. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.
- However, "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."
- N.** "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 paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street cleaning;
- b. cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

O. "Occurrence" means:

- 1. as respects "bodily injury" or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "Occurrence";
- 2. as respects "personal injury," an offense, arising out of your business, that results in "personal injury," but only if that offense is committed during the Policy Period. All "personal injury" that arises from the same offense, or from repeated or related offenses, will be considered as arising out of one and the same "occurrence," regardless of the frequency or repetition thereof, the number or kinds of media, or the number of people or organizations making "claims" or bringing "suits";
- 3. as respects "advertising injury," an offense, committed in the course of advertising your goods, products and services, that results in "advertising injury," but only if that offense is committed during the Policy Period. All "advertising injury" that arises from the same offense, or from repeated or related offenses, will be considered as arising out of one and the same "occurrence," regardless of the frequency or repetition thereof, the number or kinds of media used, or the number of people or organizations making "claims" or bringing "suits."

P. "Personal injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses committed during the Policy Period:

- 1. false arrest, detention or imprisonment;

2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. oral, or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. oral or written publication, in any manner, that violates a person's right of privacy.

"Personal injury" does not include "advertising injury."

- Q.** "Pollutant" 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.
- R.** "Pollution cost or expense" means 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, abate, or in any way respond to or assess the effects of, any "pollutant"; 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, abating, or in any way responding to or assessing the effects of, any "pollutant."
- S.** "Products-completed operations hazard":
1. 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:
 - a. products that are still in your physical possession; or
 - b. work that has not yet been completed or abandoned.

"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 job site has been completed if your contract calls for work at more than one job site.
- (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.

2. Does not include "bodily injury" or "property damage" arising out of:
 - a. 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";

b. the existence of tools, uninstalled equipment or abandoned or unused materials.

T. "Property damage" means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

U. "Self-Insured Retention" means the dollar amount listed in Item 5. of the Declarations that will be paid by the "Insured" before this insurance becomes applicable, with respect to "occurrences" or offenses not covered by "underlying insurance." The "Self-Insured Retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits of the "underlying insurance."

V. "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury," "property damage," "personal injury," or "advertising injury" to which this insurance applies. "Suit" includes:

1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

W. "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.

X. "Underlying insurance" means the insurance coverage provided under policies shown in the Schedule of Underlying Insurance, or any additional policies agreed to by us in writing. It includes any policy issued to replace one of those policies during the term of this insurance that provides:

1. at least the same policy limits; and
2. insurance for the same hazards, except as to any modifications which are agreed to by us in writing.

"Underlying insurance" does not include any insurance policy specifically purchased to apply only in excess of this Policy.

Y. "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.

Z. "Your product" means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;

- b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- 1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- 2. the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

AA. "Your work" means:

- 1. work or operations performed by you or on your behalf; and
- 2. materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- 1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- 2. the providing of or failure to provide warnings or instructions.

VI. CONDITIONS

A. Appeals

If the "Insured" or an "Insured's" underlying insurers do not appeal an award or judgment in excess of the "retained limit," we have the right to make such an appeal. Whether or not we elect to appeal, and regardless of the result of any appeal we elect to make, the amount we pay in connection with such an award or judgment will not exceed our applicable Limit of Insurance, as stated in Item 4. of the Declarations plus expenses we incur in the defense of the "suit."

B. Audit

We may audit and examine your books and records as they relate to this Policy or the premium to be charged, at any time during the Policy Period of this Policy and for up to three years after the end of that Policy Period.

C. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any "Insured," or the bankruptcy, insolvency or inability to pay of any of the Underlying Insurers, will not relieve us from the payment of any "claim" or "suit" covered by this Policy. Under no circumstances will any such bankruptcy, insolvency or inability to pay require us to drop down and replace the "retained limit" or to bear or assume any obligation within the "retained limit."

D. Cancellation

1. You may cancel this Policy before the end of the Policy Period. To do so, you must mail or deliver advance written notice to us stating the day and hour the cancellation takes effect.
2. We may cancel this Policy before the end of the Policy Period. If we cancel because of nonpayment of premium, we must mail or deliver advance written notice to you stating when, not less than ten (10) days thereafter, the cancellation takes effect. If we cancel for any other reason, we must mail or deliver advance written notice to you stating when, not less than thirty (30) days thereafter, the cancellation takes effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient notice of cancellation, and proof of such mailing will be sufficient proof of notice.
3. If you or we cancel, the Policy Period ends when the cancellation takes effect.
4. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force. Final premium will not be less than the Minimum Premium shown in Item 3. of the Declarations.
5. If you cancel, final premium may be more than pro rata; it will be based on the time this Policy was in force and may be increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium shown in Item 3. of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other "Insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflicts with an applicable law that controls the cancellation of this Policy is changed by this statement to comply with the minimum mandatory requirements of that law.

E. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in Item 1. of the Declarations is authorized to act on behalf of all Insureds in making or agreeing to changes in the terms of this Policy, but only with our consent. Notice to our agent, or knowledge possessed by our agent or any other person, will not effect a waiver or a change in any part of this Policy. This Policy can be changed only by a written endorsement we issue that becomes a part of this Policy and that is signed by one of our authorized representatives.

F. Duties in The Event of An "Occurrence," "Claim" Or "Suit"

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a "claim" or "suit" involving this Policy. To the extent possible, such notice should include:
 - a. how, when and where the "occurrence" took place;

- b. the names and addresses of any injured person and witnesses;
 - c. the nature and location of any injury or damage arising out of the "occurrence."
 2. If a "claim" or "suit" against any "Insured" is reasonably likely to involve this Policy you must notify us in writing as soon as practicable.
 3. You and any other involved "Insured" must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of injury or damage to which this insurance may also apply.
 4. No "Insured" will voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent, except at their own cost.

G. Inspection

We have the right, but are not obligated, to inspect the premises and operations of any "Insured" at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations of the "Insured" and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While such inspections may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any employees or the public. We do not warrant that the premises or operations of any "Insured" are safe or healthful or that they comply with laws, regulations, codes or standards.

H. Legal Actions Against Us

There will be no right of action against us under this Policy unless:

1. you and any other involved "Insured" have complied with all the terms of this Policy; and
2. the amount you owe has been determined, either by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

I. Knowledge of "Occurrence"

Knowledge of any "occurrence," "claim," or "suit" by any agent, servant, or employee of the "Insured" does not in and of itself constitute knowledge by the "Insured" unless notice of such "occurrence," "claim," or "suit" has been received by an officer, manager, risk manager, authorized employee, or partner of a Named Insured.

J. Maintenance of "Underlying Insurance"

During the period of this Policy, you agree:

1. to keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. that no renewal or replacement of any policy listed in the Schedule of Underlying Insurance will be more restrictive in coverage than the policy it renews or replaces;
3. that the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by actual payment of "claims" or "suits" for "occurrences" covered by "underlying insurance"; and
4. that the terms, conditions and endorsements of the policies listed in the Schedule of Underlying Insurance will not change during the Policy Period of this Policy in any way that:
 - a. increases the coverage afforded under this Policy; or
 - b. causes the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" to be reduced or exhausted at an earlier time than they would have been reduced or exhausted in the absence of such change.

If you fail to comply with any one or more of these requirements, we will be liable only to the same extent we would have been had you fully complied with all of these requirements.

K. Nonrenewal

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the end of the Policy Period. If notice is mailed, proof of mailing will be sufficient proof of notice.

L. Other Insurance

If other insurance applies to a liability that is also covered by this Policy, this Policy will apply only in excess of the applicable limits of that other insurance. Nothing in this provision will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to apply only in excess of the applicable Limits of Liability of this Policy.

M. Policy Period

Subject to Condition **D. Cancellation**, the Policy Period of this Policy:

1. begins at the date and time shown as From; and
2. ends at the date and time shown as To;

in Item 2. of the Declarations.

N. Premium

The first Named Insured designated in Item 1. of the **Declarations** will be responsible for payment of all premiums when due.

The premium for this Policy will be computed on the basis set forth in Item 3. of the

Declarations. At the beginning of the Policy Period, you must pay us the Advance Premium shown in Item 3. of the Declarations.

When this Policy expires or if it is canceled, we will compute the earned premium for the time this Policy was in force. If this Policy is subject to audit adjustment, the actual exposure basis will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event we will retain the Minimum Premium as shown in Item 3. of the Declarations for each twelve months of our Policy Period.

O. Separation of Insureds

Except with respect to our Limits of Insurance and any rights or duties specifically assigned to the first Named Insured designated in Item 1. of the Declarations, this insurance applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each "Insured" against whom "claim" is made or "suit" brought.

P. Trade Sanctions

This Policy is void from its inception as respects any Policy term or condition that violates any law or regulation of the United States of America (U.S.) concerning economic and trade embargoes including, but not limited to, such laws or regulations respecting any of the following:

1. any "Insured," or any person or entity claiming the benefits of an "Insured," who is or becomes a "Specially Designated National" or "Blocked Person" who is otherwise subject to the economic sanctions of the U.S.;
2. any "claim" or "suit" that is brought in a "Sanctioned Country" or by the government of a "Sanctioned Country," where any action in connection with such "claim" or "suit" is prohibited by U.S. economic or trade sanctions;
3. any "claim" or "suit" that is brought by any "Specially Designated National," "Blocked Person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. property that is located in a "Sanctioned Country" or that is owned by, rented to or in the care, custody or control of a "Sanctioned Country" government, where any activities related to such property are prohibited by U.S. economic or trade sanctions;
5. property that is owned by, rented to or in the care, custody, or control of a "Specially Designated National," "Blocked Person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this Policy a "Specially Designated National" or "Blocked Person" is any person or entity that is on the list of "Specially Designated Nationals" and "Blocked Persons" issued by the United States Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be amended from time to time.

As used in this Policy a "Sanctioned Country" is any country that is the subject of trade or economic embargoes imposed by the laws of the U.S.

Q. Transfer of Rights of Recovery Against Others to Us

If any "Insured" has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The "Insured" must do nothing after loss to impair those rights and must help us enforce them. At our request, the "Insured" will bring "suit" or transfer those rights to us and help us enforce them.

Any recoveries will be applied as follows:

1. any interests, including the "Insured," that have paid an amount in excess of our payment under this Policy will be reimbursed first;
2. we then will be reimbursed up to the amount we have paid; and
3. lastly, any interests, including the "Insured," over which our insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery will be apportioned between the interests, including the "Insured," in the ratio of their respective recoveries as finally settled.

R. Terms Conformed to Statute

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to the minimum mandatory requirements of such statutes.

If we are prevented by law or statute from paying on behalf of an "Insured," then we will, where permitted by law or statute, indemnify the "Insured" for those sums in excess of the "retained limit."

S. Titles and Headings

Headings and titles contained in this Policy are for purposes of organization and reference only. They do not, and shall not be deemed to, control or affect the meaning or construction of any provision of this Policy.

T. Transfer of Your Rights And Duties

No "Insured" may transfer any of its rights or duties under this Policy without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first Named Insured designated in Item 1. of the Declarations and mailed to the address shown in this Policy will be sufficient notice to effect cancellation of this Policy, even if you have died or been legally declared bankrupt.

U. Unintentional Failure to Disclose Hazards

An "Insured's" failure to disclose all hazards existing as of the inception date of this Policy will not prejudice that "Insured's" insurance with respect to the coverage afforded by this Policy, provided such failure is both:

- a. not intentional on the part of that "Insured" and

b. reported to us as soon as practicable after its discovery by any Named Insured.

V. When Loss Is Payable

Coverage under this Policy does not apply unless and until the "Insured" or its underlying insurer is obligated to pay the "retained limit."

When the amount of loss has finally been determined, we will promptly pay on behalf of the "Insured" the amount of loss covered under the terms of this Policy.

We may, at our sole discretion, advance on behalf of an "Insured" sums within the "Self-Insured Retention" in order to effect settlement of a "claim" or "suit." If we do so, you will promptly reimburse us for any such amount we advance on behalf of any "Insured."



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a)	Employer's Liability	Bodily Injury By Accident \$ Each Accident Bodily Injury By Disease \$ policy limit \$ each employee
b) Great American Insurance Company of New York SPP 0518960 From: 05/28/2013 To: 05/28/2014	Automobile/Garage () Any Automobile () Owned Automobile Only () Specifically Designated Automobile (X) Hired Automobile (X) Non-owned Automobile () Garage Liability () () Garagekeepers Liability	() Split Limit Bodily Injury Liability \$ each person \$ each accident Property Damage Liability \$ each accident (X) Combined Single Limit \$ 1,000,000 each accident () Garage Operations \$ Auto only each accident \$ Other than auto each accident \$ Other than auto aggregate \$ each location

<p>c) ()</p> <p style="text-align: center;">OR</p> <p>(X)</p> <p>Great American Insurance Company of New York SPP 0518960 From: 05/28/2013 To: 05/28/2014</p> <p>Retroactive Date</p>	<p>Comprehensive General Liability including</p> <p>() Products-Completed Operation Liability</p> <p>() Broad Form Endorsement</p> <p>()</p> <p>()</p> <p style="text-align: center;">OR</p> <p>Commercial General Liability</p> <p>(X) Occurrence Form</p> <p>() Claims-Made Form</p> <p>()</p>	<p>() Split Limit</p> <p>Bodily Injury Liability</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>Property Damage Liability</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>Combined Single Limit</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>OR</p> <p>\$ 4,000,000 General Aggregate Limit</p> <p>\$ 4,000,000 Products-Completed Operation Aggregate Limit</p> <p>\$ 2,000,000 Personal and Advertising Injury Limit</p> <p>\$ 2,000,000 Each Occurrence Limit</p>
<p>d)</p>		



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GAI 6114
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Section IV - **EXCLUSIONS AA. Following Form Paragraph 5. Employer's Liability** is deleted and the following exclusion is added to Section IV - **EXCLUSIONS**.

Employer's Liability

"Bodily Injury" to:

1. An employee of an "Insured" arising out of and in the course of:
 - a. employment by any "Insured"; or
 - b. performing duties related to the conduct of any "Insured" business; or
2. the spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 1 above.

This exclusion applies:

1. whether any "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.

This endorsement does not change any other provision of the policy.



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GAI 6135
(Ed. 06 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability for, caused by, arising out of, or in connection with the rendering of or failure to render any professional service.

This endorsement does not change any other provision of the policy.

GAI 6135 (Ed. 06/97) XS



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GAI 6136
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGES - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section **IV - EXCLUSIONS, AA. Following Form:**

This insurance does not apply to any claim for or award of:

- (a) punitive damages,
- (b) exemplary damages,
- (c) treble damages, or
- (d) damages intended to punish or deter misconduct, rather than to compensate for harm.

This endorsement does not change any other provision of the policy.



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GAI 6138
(Ed. 06 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARE, CUSTODY OR CONTROL EXCLUSION - REAL PROPERTY

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any "property damage" to real property in the care, custody or control of any "Insured," or loaned to any "Insured," or used, rented or occupied by any "Insured," or as to which any "Insured" is for any purpose exercising physical control.

This endorsement does not change any other provision of the policy.



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GAI 6208 (Ed. 02 12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES - CANCELLATION AND NONRENEWAL

Section VI - CONDITION D. Cancellation is deleted and replaced by the following:

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. We will send written notice by registered or certified mail or deliver written notice to the first Named Insured's last mailing address known to us.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
 - a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1) at our request;
 - (2) because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3) and rewritten by us or a member of our company group; or
 - (4) after the first year, if it is a prepaid policy written for a term of more than one year.
 - b. When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policy writing minimum premium.

6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

The following **CONDITION** is added and supersedes any provision to the contrary:

Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will send written notice by registered or certified mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.

This endorsement does not change any other provision of policy.



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GAI 6256
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERICAL UMBRELLA COVERAGE FORM

The lack of a countersignature will not invalidate coverage

Section **III. DEFENSE B.** Paragraph **3.** Subsection **e.** is deleted and the following is added to Section **III. DEFENSE**

"Post-judgment interest" will be paid in addition to the applicable Limit of Insurance. "Post-judgment interest" is defined as all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court, the part of the judgment that is within our applicable Limit of Insurance;

Section **IV. EXCLUSIONS AA. Following Form,** Paragraph **1.,** is deleted and replaced with the following:

1. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any aircraft:

- a.** If such aircraft is owned, or hired without pilot or crew, by or on behalf of any "Insured"; or
- b.** Owned, or chartered without crew, by or on behalf of any "Insured," and operated with your permission.

Section **IV. EXCLUSIONS AA. Following Form,** Paragraph **4.,** is deleted and replaced with the following:

4. Employer's Liability

Liability of any "employee" with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" to you in the course of such employment.

Section **IV. EXCLUSIONS AA. Following Form,** Paragraph **6.,** is deleted and replaced with the following:

6. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any watercraft:

- a.** If such watercraft is owned, or chartered without crew, by or on behalf of any "Insured"; or

- b. Owned, or chartered without crew, by or on behalf of any "Insured," and operated with your permission.

This exclusion will not apply to watercraft while ashore on any premises owned by, rented to, or controlled by you.

Section V. - **DEFINITIONS C.** is deleted and replaced with the following:

C. "Auto" means:

A land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto) but does include "mobile equipment".

N. "Mobile Equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self propelled:

1. Not subject to motor vehicle registration;
2. Maintained for use exclusively on premises owned by or rented to you, including the ways immediately adjoining
3. Designed for use principally off public roads;
4. Designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit-type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

Section V. **DEFINITIONS, J. 1.** is deleted and replaced with the following:

1. The Named Insured means any person or organization listed in Item 1. of the Declaration, or any person or organization identified as a Named Insured on any endorsement attached to this Policy. All of the following are insureds with respects this Policy:

- a. any Company of which you own more than 50% as of the beginning of the Policy Period.
- b. any organization you newly acquire or form during the Policy Period, other than a partnership, joint venture or limited liability company, and of which you maintain ownership of more than 50%, will qualify to be an insured. However:
 - (1) coverage for such an organization 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;
 - (2) coverage under this provision does not apply to any "bodily injury," "property damage," "personal injury" or "advertising injury" that occurred before you acquired or formed the organization; and
 - (3) coverage under this provision applies only if the organization is insured under one or more of the policies listed in the Schedule of Underlying Insurance, and then for no broader coverage than is provided for that organization under such underlying policies.

Section **V. DEFINITIONS, J. 12. A. (1)** is deleted and replaced with the following:

- (1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), while in the course of his or her 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;

Section **VI. - CONDITIONS C. Bankruptcy or Insolvency** is deleted and replaced with the following:

C. Bankruptcy, Insolvency or Unsatisfied Judgments

The bankruptcy, insolvency or inability to pay of any "Insured," the insolvency of the "Insured's" estate, or the bankruptcy, insolvency or inability to pay of any of the Underlying Insurers will not relieve us from the payment of any "claim" or "suit" covered by this policy.

Any party that has obtained a judgment against the insured, which is returned unsatisfied, may bring an action against us to recover damages insured by the Policy.

Under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down and replace the "retained limit" or assume any obligation with the "retained limit."

Section **VI. - CONDITIONS T. Transfer of Your Rights And Duties** is deleted and replaced with the following:

T. Transfer of Your Rights And Duties

No "Insured" may transfer any of its rights or duties under this Policy without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative.

This endorsement does not change any other provision of the policy.



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GAI 6333
(Ed. 06 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIABILITY ARISING OUT OF LEAD

The following exclusion is added to Section IV -
EXCLUSIONS:

1. any liability arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead, in any form from any source; or
2. any loss, cost, 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, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead in any form.

This endorsement does not change any other provision of the policy.



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GAI 6423
(Ed. 12 98)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TANNING FACILITIES EXCLUSION

The following is added to Section **IV - EXCLUSIONS**:

Any liability arising out of or in any way related to the use of or exposure to tanning beds, tanning facilities or tanning services.

This endorsement does not change any other provision of the policy.

GAI 6423 (Ed. 12/98) XS



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GAI 6442
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI, MOLD OR SPORES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to **Section IV - EXCLUSIONS**:

Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

1. Any actual, alleged or threatened exposure to, existence of, presence of, ingestion of, inhalation of or contact with any "fungi," mold or "spores," whether or not occurring alone, in combination with, before, after or concurrently with any other cause, contributing condition or circumstance, or aggravating factor, whether manmade, natural or any combination of manmade or natural.
2. Any request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any "fungi," mold or "spores." This includes, but is not limited to, any demand, directive, complaint, suit, order or request by any governmental or non-governmental entity or by any organization, person or group of persons.
3. Steps taken or amounts incurred by any governmental or non-governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any "fungi," mold or "spores."

This exclusion applies regardless of whether or not the "fungi," mold or "spores," or any of their effects, were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

As used in this exclusion:

"Fungi" include, but are not limited to, any of a major group of saprophytic and parasitic spore-producing organisms usually classified as plants that lack chlorophyll including, but not limited to, molds, rusts, mildews, smuts, mushrooms, and yeasts, and any toxins, mycotoxins, "spores," scents, waste products or by-products produced or released by "fungi," mold or "spores," or by the metabolism, death or decay of any "fungi," mold or "spores."

"Spores" include, but are not limited to, any reproductive body produced by or arising out of any "fungi."

This endorsement does not change any other provision of the policy.



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GAI 6452
(Ed. 01 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM
SAFEPAK® UMBRELLA LIABILITY COVERAGE FORM
EXCESS LIABILITY

The following is added to **SECTION II - LIMITS OF INSURANCE**:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in 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. 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.

This endorsement does not change any other provision of the policy.



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GAI 6458
(Ed. 01 08)

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 UMBRELLA COVERAGE FORM
SAFEPAK® UMBRELLA LIABILITY COVERAGE FORM
EXCESS LIABILITY

The following exclusion is added to **SECTION IV - EXCLUSIONS**:

A. This insurance does not apply to:

Terrorism Punitive Damages

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

retary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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," "loss," "injury" or "environmental damage" as may be defined in any applicable Coverage Part or "underlying insurance."
2. "**Certified act of terrorism**" means an act that is certified by the Secretary of the Treasury, in concurrence with the Sec-

- 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.

This endorsement does not change any other provision of the policy.



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Policy: SPP 0518960 00 00

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM
SAFEPAK® UMBRELLA LIABILITY COVERAGE FORM
EXCESS LIABILITY

Schedule*

Terrorism Premium (Certified Acts) \$ 0.00

* Information required to complete this Schedule, if not shown on this endorsement, 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 85% 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 Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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 Program Year (January 1 through December 31) 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.

This endorsement does not change any other provision of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACT OF TERRORISM RETAINED LIMIT

This endorsement modifies insurance provided under the following:

- COMMERCIAL UMBRELLA COVERAGE FORM
- SAFEPAK® UMBRELLA LIABILITY COVERAGE FORM

The policy is amended as follows:

A. ITEM 5. of the **DECLARATIONS - SELF-INSURED RETENTION** is amended to include the following Self-Insured Retention:

Act of Terrorism Self-Insured Retention:

2,000,000 **Each Occurrence**

B. SECTION II - LIMITS OF INSURANCE - G. - RETAINED LIMIT is deleted in its entirety and replaced by the following:

We will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the "retained limit," which is the greater of:

1. the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the "Insured" during the Policy Period; or
2. the amount stated in the Declarations as Self-Insured Retention or Act of Terrorism Self-Insured Retention as a result of any one "occurrence" not covered by the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured" during the Policy Period;

And then up to an amount not exceeding the Each Occurrence Limit as stated in the Declarations.

All "claims" and "suits" seeking damages for any liability out of an "act of terrorism" are subject to the Act of Terrorism Self-Insured Retention. "Defense expenses" shall not erode the Act of Terrorism Self-Insured Retention.

The Act of Terrorism Self-Insured Retention applies whether or not there is any applicable underlying policies listed in the Schedule of Underlying Insurance or applicable limits of any other underlying insurance providing coverage to the "Insured." If there is applicable underlying insurance listed in the Schedule of Underlying Insurance or any other underlying insurance providing coverage to the "Insured," amounts received through such underlying insurance may be applied to reduce or exhaust the Act of Terrorism Self-Insured Retention. However, in no event will amounts received through such underlying insurance for the payment of "defense expenses" reduce the Act of Terrorism Self-Insured Retention.

C. For the purposes of this endorsement, the following definitions are added to **SECTION V - DEFINITIONS:**

1. **"Defense expenses"** means any payment allocated to a specific loss, "claim" or "suit" for its investigation, settlement or defense, including but not limited to:
 - a. attorney's fees and all other investigation, loss adjustment and litigation expenses;
 - b. premiums on bonds to release attachments;
 - c. premiums on appeal bonds required by law to appeal any "claim" or "suit";
 - d. costs taxed against the "Insured" in any "claim" or "suit";
 - e. pre-judgment interest awarded against the "Insured";
 - f. interest that accrues after entry of judgment.

 2. "Act of terrorism" is defined as:
 - a. A **"certified act of terrorism"** means any act that is certified by the Secretary of the Treasury of the United States, 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. The criteria contained in the Risk Insurance Act for a "certified act of terrorism" include the following:
 - i. 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
 - ii. 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.
- D.** Solely as respects any liability arising out of any "act of terrorism," **SECTION III. - DEFENSE, Paragraphs A.1. and A.2.**, are deleted in their entirety, and replaced by the following:
- A. We will have the right and duty to defend any "claim" or "suit" seeking damages covered by the terms and conditions of this policy when the applicable Act of Terrorism Self-Insured Retention limit has been exhausted by actual payment of "claims" for any "occurrence" to which this policy applies.

This endorsement does not change any other provision of the policy.



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GAI 6556
(Ed. 06 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFIT EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability actually or allegedly arising from any act, error, omission, or breach of any duty by any Insured, or by any other person for whose act, error, omission, or breach of duty any Insured may be liable, in the administration of any employee benefit program.

This endorsement does not change any other provision of the policy.



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GAI 6819
(Ed. 10 04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

The following exclusion is added to **SECTION IV - EXCLUSIONS:**

Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

1. Any actual, alleged or threatened exposure to, existence of, presence of, ingestion of, inhalation of or contact with "silica" or dust that includes or contains "silica," whether or not occurring alone, in combination with, before, after, or concurrently with any other cause, contributing condition or circumstance, or aggravating factor, whether manmade, natural, or any combination of manmade or natural.
2. Any request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "silica" or dust that includes or contains "sili-

ca." This includes, but is not limited to, any demand, directive, complaint, suit, order or request by any governmental or non-governmental entity or by any organization, person or group of persons.

3. Steps taken or amounts incurred by any governmental or non-governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of "silica" or dust that includes or contains "silica."

This exclusion applies regardless of whether or not the "silica" or dust that includes or contains "silica," or any of their effects, were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

As used in this exclusion:

"Silica" means silicon dioxide (SiO₂) in any form, from any source.

This endorsement does not change any other provision of the policy.



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GAI 6946
(Ed. 04 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM
EXCESS LIABILITY COVERAGE FORM

The following exclusion is hereby added to **SECTION IV. EXCLUSIONS:**

This insurance does not apply to:

1. "Bodily injury" (or "loss" if the form modified by this endorsement defines "loss") for any person while practicing or training for, or participating in, any sport or athletic contest or exhibition.
2. "Bodily injury," or "property damage" (or "loss" if the form modified by this endorsement defines "loss") arising out of any:
 - a. fireworks or pyrotechnic display;
 - b. musical concert;
 - c. ownership, maintenance, use, or entrustment to others of any:
 - i. aircraft,
 - ii. balloon used in, or designed or intended for use in, any balloon ride or ascent, or
 - iii. amusement ride or device powered by any form of electricity, any mechanical or internal combustion engine, or any form of animal power;
 - d. rodeo, animal act, animal show or exhibition, animal ride, or animal-powered ride or device;
 - e. "auto" (or auto) or motorcycle ride, race, competition, or stunting activity;
 - f. bicycle ride, race, competition, or stunting activity;
 - g. bungee jumping; or
 - h. event or activity that is conducted or takes place, in whole or in part, in, on, or above any naturally-occurring and/or man-made body of water, including but not limited to any swimming pool.

Exclusion **2.c.iii.**, above in this endorsement, does not apply to an amusement ride or device powered solely by its human riders, such as a swing or see-saw.

This endorsement does not change any other provision of the policy



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GAI 6947
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS - ASSOCIATION COMMITTEE MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Section **V. DEFINITIONS, J. "Insured"** is amended by adding the following:

Your committee members are also "Insureds," but only with respect to their duties as your committee members.

The insurance provided by this endorsement for your committee members is excess over any and all other insurance that applies to the same "occurrence," claim, or suit, and is subject to Section **VI. Conditions, L. Other Insurance.**

This endorsement does not change any other provision of the policy.



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GAI 6949
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ANTITRUST, RESTRAINT OF TRADE, UNFAIR COMPETITION
OR SIMILAR LAW OR REGULATION - VA ONLY**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is hereby added to **SECTION IV. EXCLUSIONS**:

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" as defined in the Commercial Umbrella Coverage Form (or "loss" as defined in the Excess Liability Coverage Form) arising out of any violation of any federal or state statute, regulation, common law or other law regarding:

1. antitrust,
2. restraint of trade,
3. unfair competition or
4. any similar law or regulation.

This endorsement does not change any other provision of the policy.



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GAI 6950
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - SETTING OF STANDARDS, WARNINGS, LICENSES OR
CERTIFICATION - VA ONLY**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is hereby added to **SECTION IV. EXCLUSIONS**:

This insurance does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" as defined in the Commercial Umbrella Coverage Form (or "loss" as defined in the Excess Liability Coverage Form) arising out of any:

1. setting or failure to set, or enforcement or failure to enforce, any standard of performance, safety, or quality;
2. adequacy of or reliance upon any standard of a kind described in 1., above;
3. warning, or failure to give warning, of any danger of any product;
4. giving, or failure to give, direction for the proper use of any product;
5. licensing, certification, guarantee, representation, or warranty that a product is suitable, safe, or effective for any purpose; or
6. activity of any Insured which is alleged or perceived by any other party to be a license, certification, guarantee, representation, or warranty that a product is suitable, safe, or effective for any purpose.

This endorsement does not change any other provision of the policy.



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GAI 6952
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ASSOCIATION MEMBER, CHAPTER OR CLUB
"AUTOS" (or AUTOS) - VA ONLY**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is hereby added to **SECTION IV. EXCLUSIONS**:

The insurance does not apply to "bodily injury" or "property damage" as defined in the Commercial Umbrella Coverage Form (or "loss" as defined in the Excess Liability Coverage Form) arising out of the ownership, maintenance, use, or entrustment to others of any "auto" (or auto) that is owned, leased, hired, rented, or borrowed by, or used in the business of, any person, chapter, club, association, or other entity affiliated with you under any chapter, license, franchise, affiliation, or other arrangement.

This exclusion applies even if the claim against any Insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured.

This endorsement does not change any other provision of the policy.



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GAI 6953
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CHAPTER OR CLUB ACTIVITIES - VA ONLY

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following additional exclusion hereby added to **SECTION IV. EXCLUSIONS:**

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury," as defined in the Commercial Umbrella Coverage Form (or "loss" as defined in the Excess Liability Coverage Form) arising out of any act, omission, premises, or operations of any one or more of your:

1. members,
2. affiliates,
3. associated chapters,
4. clubs, or
5. similar entity;

or of any member, officer, director, trustee, shareholder, or manager of 1. through 5., above.

This exclusion does not apply with respect to operations performed by you.

This endorsement does not change any other provision of the policy.