

**SSA Elite**

**INSURED**

<b>This section is for policy:</b>	<b>60545-63-73</b>
<b>Assembled-on Date:</b>	<b>04/19/18</b>
<b>Assembled-on Time:</b>	<b>01:33:21</b>
<b>Full Policy Number:</b>	<b>A6054563730000</b>
<b>Transaction Number:</b>	<b>001</b>
<b>Operator id:</b>	<b>R7123</b>

**TRANSACTION:  
REWRITE**

CM057R07 07



PO BOX 2527 ,  
Grand Rapids, MI. 49501-2527

PRODUCER#: 07 19 36 374  
MATTHEW PATTERSON  
222 E HUTCHISON ST101  
SAN MARCOS TX 78666

AGTADDXP

PRODUCER#: 07 19 36 374  
MATTHEW PATTERSON  
222 E HUTCHISON ST101  
SAN MARCOS TX 78666



PO BOX 2527  
Grand Rapids, MI, 49501-2527



MATTHEW PATTERSON  
222 E HUTCHISON ST101 TX 78666  
SAN MARCOS  
PRODUCER#: 07 19 36 374

THE OAKS OF VILLA MARIA  
ATTN: AYANO FUJIMOTO  
1218 EL PRADO AVE STE 134  
TORRANCE CA 90501-2759

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ATTN: AYANO FUJIMOTO  
1218 EL PRADO AVE STE 134  
TORRANCE CA 90501-2759



MATTHEW PATTERSON  
222 E HUTCHISON ST101  
SAN MARCOS TX 78666

# Memorandum of Commercial Insurance

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**Insured:** THE OAKS OF VILLA MARIA  
ATTN: AYANO FUJIMOTO

**Effective Date:** 05/01/18

**Company:** MID-CENTURY INSURANCE COMPANY

**Policy Number:** 60545-63-73

**Agent Number:** 19-36-374

Rates quoted reflect the rates in effect as of the date of this application and are subject to revision. The company reserves the right to accept, reject or modify this application after investigation, review of the application and review of all other underwriting information. The undersigned represents and warrants that he/she has applied for the insurance coverage(s) as set forth above, pursuant to an application entered into the insurer's computer records, and hereby confirms that he/she supplied information so entered and warrants and represents that all such information is true and correct.

We may use your credit history to run an "insurance score" for the purpose of underwriting or rating your policy. An insurance score is a number or rating derived from an algorithm, computer application, model or other process that is based wholly or in part on credit information. We use an insurance score to predict an individual applicant's or customer's future insurance loss exposure.

Applicable only to states with the privacy act: I have received a copy of the investigation practices and protection of your privacy form, which advises me of my rights concerning the investigative practices of the member companies and exchanges of the Farmers Insurance Group of Companies

The property limits are only estimated values based upon the information provided to us by you and third parties. You are responsible for determining the appropriate Building and/or Business Personal Property coverage limits. Please also note that this estimate does not replace or supersede any term or condition of your policy and does not replace any required current professional appraisals or use of other estimating methods.

## FRAUD WARNING STATEMENTS

**All States** (other than AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, NM, NY, OK, RI, TN, VA, VT, WA and WV) - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

**AL, AR, AZ, DC, LA, MD, NM, RI and WV** - Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefits or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

**Colorado** - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

**Florida and Oklahoma** - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (In FL, a person is guilty of a felony of the third degree).

**Kansas** - Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy, which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Additional Fee Information**

The following additional fees apply on an account, not a per-policy, basis.

- \* A **service fee** will be assessed on every installment invoice and will be included in the minimum amount due. However, if you choose to pay the entire account balance in full upon receipt of the first installment, the fee will be waived. In addition, accounts fully enrolled in online billing and scheduled for recurring Electronic Funds Transfer (EFT) payments the fee will be waived in all states except Connecticut and Georgia.

State	Installment Fee
All states except Alaska, Florida, Maryland, New Jersey and West Virginia	\$6.00
Alaska and Maryland	Not applicable
Florida	\$3.00
New Jersey	\$7.00
West Virginia	\$5.00

- \* A **returned payment** fee applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. *NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.*

State	NSF Fee
All states except Alaska, Florida, Indiana, Maine, Nebraska, New Jersey, North Dakota, Oklahoma, Virginia and West Virginia	\$30.00
North Dakota and Oklahoma	\$25.00
Nebraska and Indiana	\$20.00
Florida and West Virginia	\$15.00
Maine	\$10.00
Alaska, New Jersey and Virginia	Not applicable

- \* A **late fee** will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
All states except Alaska, Florida, Maryland, Missouri, Nebraska, New Jersey, Rhode Island, South Carolina, Virginia, and West Virginia	\$20.00
Nebraska, Rhode Island and South Carolina	\$10.00
Alaska, Florida, Maryland, Missouri, New Jersey, Virginia and West Virginia	Not applicable
Farmers Real Time Billing <sup>SM</sup> (all states)	Not applicable

The following applies on a per-policy basis.

- \* A **reinstatement fee** of \$25.00 will be assessed if the policy is reinstated over 30 days but under 6 months from the cancellation date. *This fee does not apply to Florida, Indiana & Maryland or to Workers Compensation policies.*

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

On behalf of the named insured herein I have read the above Memorandum of Insurance. I agree that the Memorandum of Insurance accurately summarizes the insurance for which the named insured has applied and on behalf of the named insured I agree to the terms and conditions of the insurance as described in the Memorandum of Insurance.

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**NEW YORK FRAUD WARNING STATEMENT** - Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.

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Subscribed to this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, a.m./p.m.X \_\_\_\_\_  
Signature (If applicant is a minor, parent or guardian must also sign)





# STATEMENT

MID-CENTURY INSURANCE COMPANY

° THE OAKS OF VILLA MARIA  
ATTN: AYANO FUJIMOTO  
1218 EL PRADO AVE STE 134  
TORRANCE CA 90501-2759

APRIL 19, 2018

Date

19-36-374

Agent's Number

60545-63-73

Policy Number

Loan Number

### This Statement Reflects:

Effective Date: 05/01/18

New Business       Reinstatement       Change Of Coverage       Added Coverage

\$ Previous Balance Owing

\$ 25,345.00 Premium

\$ Membership, Policy, Reinstatement, Reissue or Service Fees

\$ Pro Rata Premium Due

\$ Premium For Renewing Entire Present Coverage From \_\_\_\_\_ To \_\_\_\_\_

\$

\$

\$

\$

\$ 25,345.00 Total Charges

\$

\$ Payments

\$ Other Credits \_\_\_\_\_

\$ \_\_\_\_\_ Total Credits

\$ - NONE - **BALANCE DUE UPON RECEIPT**

\$ \_\_\_\_\_ Optional Amount  
\$ \_\_\_\_\_ Refund

**WE WANT TO BE YOUR FIRST CHOICE FOR BUSINESS AND PERSONAL LINES INSURANCE. IF YOU PLACE A PERSONAL LINES POLICY WITH FARMERS YOU MAY BE ELIGIBLE TO RECEIVE A DISCOUNT, CONTACT YOUR AGENT TODAY.**

**IMPORTANT- D-O N-O-T P-A-Y T-H-I-S N-O-T-I-C-E  
PREMIUM WILL BE BILLED. ACCT # F002359005-001-00001.**

**State Required Notification:**

## Notice to Policyholders Regarding Limited Exclusion of Acts of Terrorism Other Than Certified Acts of Terrorism

Dear Farmers Customer,

Thank you for choosing Farmers® for your insurance needs. We appreciate your business and want to keep you informed of actions that affect your policy.

In compliance with the Terrorism Risk Insurance Act your policy provides coverage for losses arising out of certified acts of terrorism, as defined in Section 102(1) of the Act. Your policy's Terrorism coverage is outlined on endorsement J6351, Limited Terrorism Exclusion (Other Than Certified Acts of Terrorism); Cap On Losses From Certified Acts Of Terrorism. For your convenience, the following summary of this endorsement is provided. Please note that this summary is provided for informational purposes only and its contents are not intended to amend, alter or change any of the terms or conditions of the policy.

Endorsement J6351 excludes loss or damage arising out of an "other act of terrorism". An "other act of terrorism" is an act that is not certified by the Secretary of Treasury, as outlined in the Terrorism Risk Insurance Act. The exclusion is limited to acts where:

- The total of all damage to all types of property (including business interruption losses) from a terrorism incident exceeds \$25 million; or
- The terrorism incident is carried out by means of dispersal or application of pathogenic or poisonous biological or chemical materials; or
- Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism incident was to release such materials.

This Notice is designed to alert you to provisions in the Terrorism endorsement in this policy; it does not form a part of your insurance contract. Please read your policy carefully, including the endorsements attached to your policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Should you have any questions about this or on any other matter, please contact your Farmers agent who will be happy to assist you.



**\*\*Please Review Your Coverages To Ensure They Meet Your Needs\*\***

Dear Farmers® Customer,

Thank you for choosing Farmers for your Business Insurance needs.

In today's business environment, we understand that your business needs may change during the year. For example, you may acquire new equipment, adjust your staffing, add a new location, create electronic ordering and/or billing for your customers or begin offering new services.

**These changes may require updated insurance coverage for your business.**

Farmers and its agents offer several services at no additional cost to you to help you protect your business and your livelihood.

For example:

- Whether you are a new or returning customer, you can take advantage of this service by calling your Farmers agent to schedule a Farmers Friendly Review®. Your agent can review your coverage and provide you with options so you can make any necessary coverage adjustments.
- Farmers Friendly Reviews are a great opportunity to find out about available insurance discounts and make sure you are receiving all the discounts for which you qualify, and to identify any potential gaps in coverage. Contact your agent to learn more about the policy discounts, coverage and billing options available to you.
- During your Farmers Friendly Review, your agent may also let you know about new products being offered by Farmers. From time to time, Farmers introduces new programs for Business Insurance which may include new rating structures and pricing based in part on new information that helps predict potential losses. Your Farmers agent can discuss your options so you can make the right choice for your business needs.
- In addition, MysafetyPoint.com offers safety and loss control information which may help you avoid workplace injuries and other losses.
- To access this information, log onto [www.mysafetypoint.com](http://www.mysafetypoint.com), then register with your policy number and email address to find safety and loss control information that is specific to your type of business.

If you have any questions, please contact your Farmers agent.

# Memorandum of Commercial Insurance

---

**Insured:** THE OAKS OF VILLA MARIA  
ATTN: AYANO FUJIMOTO

**Effective Date:** 05/01/18

**Company:** MID-CENTURY INSURANCE COMPANY

**Policy Number:** 60545-63-73

**Agent Number:** 19-36-374

Rates quoted reflect the rates in effect as of the date of this application and are subject to revision. The company reserves the right to accept, reject or modify this application after investigation, review of the application and review of all other underwriting information. The undersigned represents and warrants that he/she has applied for the insurance coverage(s) as set forth above, pursuant to an application entered into the insurer's computer records, and hereby confirms that he/she supplied information so entered and warrants and represents that all such information is true and correct.

We may use your credit history to run an "insurance score" for the purpose of underwriting or rating your policy. An insurance score is a number or rating derived from an algorithm, computer application, model or other process that is based wholly or in part on credit information. We use an insurance score to predict an individual applicant's or customer's future insurance loss exposure.

Applicable only to states with the privacy act: I have received a copy of the investigation practices and protection of your privacy form, which advises me of my rights concerning the investigative practices of the member companies and exchanges of the Farmers Insurance Group of Companies

The property limits are only estimated values based upon the information provided to us by you and third parties. You are responsible for determining the appropriate Building and/or Business Personal Property coverage limits. Please also note that this estimate does not replace or supersede any term or condition of your policy and does not replace any required current professional appraisals or use of other estimating methods.

## FRAUD WARNING STATEMENTS

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**AL, AR, AZ, DC, LA, MD, NM, RI and WV** - Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefits or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

**Colorado** - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

**Florida and Oklahoma** - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (In FL, a person is guilty of a felony of the third degree).

**Kansas** - Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy, which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Additional Fee Information**

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State	Installment Fee
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Alaska and Maryland	Not applicable
Florida	\$3.00
New Jersey	\$7.00
West Virginia	\$5.00

- \* A **returned payment** fee applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. *NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.*

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All states except Alaska, Florida, Maryland, Missouri, Nebraska, New Jersey, Rhode Island, South Carolina, Virginia, and West Virginia	\$20.00
Nebraska, Rhode Island and South Carolina	\$10.00
Alaska, Florida, Maryland, Missouri, New Jersey, Virginia and West Virginia	Not applicable
Farmers Real Time Billing <sup>SM</sup> (all states)	Not applicable

The following applies on a per-policy basis.

- \* A **reinstatement fee** of \$25.00 will be assessed if the policy is reinstated over 30 days but under 6 months from the cancellation date. *This fee does not apply to Florida, Indiana & Maryland or to Workers Compensation policies.*

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

On behalf of the named insured herein I have read the above Memorandum of Insurance. I agree that the Memorandum of Insurance accurately summarizes the insurance for which the named insured has applied and on behalf of the named insured I agree to the terms and conditions of the insurance as described in the Memorandum of Insurance.

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**NEW YORK FRAUD WARNING STATEMENT** - Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.

---

Subscribed to this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, a.m./p.m.X \_\_\_\_\_  
Signature (If applicant is a minor, parent or guardian must also sign)

Named THE OAKS OF VILLA MARIA  
Insured ATTN: AYANO FUJIMOTO  
1218 EL PRADO AVE STE 134

Date: APRIL 19, 2018

TORRANCE CA 90501-2759

Re: Texas Notice - Notification of the availability of Loss Control Information/Services

Policy Number: 60545-63-73

MID-CENTURY INSURANCE COMPANY is committed to providing loss control information/services, at no charge, to its Texas commercial automobile liability, general liability and professional liability policyholders in an effort to prevent and reduce potential claims and losses.

For more information, please call 1-800-531-0450 or write:

Farmers Business Insurance  
MySafetyPoint - Loss Control Services  
6303 Owensmouth Avenue, Suite 300  
Woodland Hills, CA 91367

In addition, please visit our website, [www.MySafetyPoint.com](http://www.MySafetyPoint.com) for online safety information, videos, links to loss prevention sites and solution partners.





## Farmers Insurance Group of Companies® Privacy Notice

In the course of our business relationship with you, we collect information about you that is necessary to provide you with our products and services. We treat this information as confidential and recognize the importance of protecting it. We value your confidence in us.

You trust us with an important part of your financial life. We are proud of our privacy policies and procedures and encourage you to review them carefully.

This notice from the member companies of the Farmers Insurance Group of Companies listed on the back of this notice\* describes our privacy practices regarding information about our customers and former customers that obtain financial products or services from us for personal, family or household purposes.\*\* When state law is more protective of individuals than federal privacy law, we will protect information in accordance with state law consistent with the requirements of federal preemption.

### Information We Collect

We collect and maintain information about you to provide you with the coverage, product or service you request and to service your account.

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information we receive on applications or other forms, such as social security number, assets, income and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums and payment history;
- Information we receive from a consumer reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history; and
- If you obtain a life, long-term care or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations regarding your health.

### How we protect your information

At Farmers, our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information about you to those individuals, such as our employees and agents, who provide you with our products and services. We require those individuals to whom we permit access to your customer information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information.

We do not disclose any nonpublic personal information about you, as our customer or former customer, except as described in this notice.

### Information we disclose

We may disclose the nonpublic personal information we collect about you, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and to other third parties, all as permitted by law.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will abide by the privacy restrictions imposed by that organization.

We are permitted to disclose personal health information (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization, and (3) otherwise as permitted by law.

## **Sharing information with affiliates**

The Farmers family encompasses various affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described under Information we collect, to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers; and
- Non-financial service providers, such as management companies, attorneys-in-fact and billing companies.

We are permitted by law to share with our affiliates information about our transactions and experiences with you.

In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, that we have received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

## **Your choice**

If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to respond to us in any way.

If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may by calling toll free, 1-877-411-4249, (please have all of your policy numbers available). We will implement your request within a reasonable time after hearing from you.

## **Modifications to our privacy policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties. Before we do that, we will provide you with a revised privacy notice and give you the opportunity to opt-out of that type of information sharing.

## **Website**

Our website privacy notices, such as the one located at <http://www.farmers.com/disclaimer/privacy-policy> and <http://cp.foremost.com/general/privacy-policy.htm>, contain additional information particular to website use. Please pay careful attention to those notices if you transmit personal information to Farmers over the Internet.

## **Recipients of this notice**

We are providing this notice to the named policyholder at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder on that policy will receive this notice, though any policyholder may request a copy of this notice. You may receive more than one copy of this notice if you have more than one policy with Farmers. You also may receive notices from affiliates, other than those listed below. Please read those notices carefully to determine your rights with respect to those affiliates' privacy practices.

**Signed:**

Farmers Insurance Exchange, Foremost Insurance Company Grand Rapids, Michigan\*\*, Foremost Signature Insurance Company\*\*, Foremost Property and Casualty Insurance Company \*\*, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.); Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc.; Farmers New Century Insurance Company, Farmers Group, Inc.; Farmers Reinsurance Company, Farmers Services Insurance Agency, Farmers Services Corporation, Farmers Texas County Mutual Insurance Company, Farmers Underwriters Association, Farmers Value Added, Inc.; Farmers Financial Solutions, LLC member FINRA & SIPC\*\*\*; FFS Holding, LLC; Farmers Services, LLC; ZFUS Services, LLC; FIG Holding Company, FIG Leasing Co., Inc.; Fire Underwriters Association, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Farmers New World Life Insurance Company, Truck Underwriters Association, Civic Property and Casualty Company, Exact Property and Casualty Company and Neighborhood Spirit Property and Casualty Company.

\*The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the Farmers Insurance Group of Companies.

\*\*This notice does not apply to personal insurance policies issued by Foremost Insurance Company Grand Rapids, Michigan, Foremost Signature Insurance Company and Foremost Property and Casualty Insurance Company, but only to commercial insurance policies issued by these companies for business purposes. If you have obtained an insurance policy from these companies for personal, family or household purposes, you should refer to the privacy notice that you received with that policy.

\*\*\*You may obtain more information about the Securities Investor Protection Corporation (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at [www.sipc.org](http://www.sipc.org). For information about FINRA and Broker Check you may call the FINRA Broker Check hotline at (800) 289-9999 or access the FINRA website



## COMMON POLICY DECLARATIONS

**Named Insured** THE OAKS OF VILLA MARIA  
 ATTN: AYANO FUJIMOTO

**Mailing Address** 1218 EL PRADO AVE STE 134  
 TORRANCE, CA 90501-2759

F002359005-001-00001	
Account No.	Prod. Count
19-36-374	60545-63-73
Agent No.	Policy Number

**Form of Business**

<input type="checkbox"/> Individual	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Co.
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Other Organization

**Business Description:**  
 Condominium

**Policy Period** From 05-01-2018 (not prior to time applied for)  
 To 05-01-2019 12:01 A.M. Standard time at your mailing address shown above.

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

This policy consists of the following coverage parts listed below and for which a premium is indicated. This premium may be subject to change.

Coverage Parts	Premium After Discount And Modification
Condominiums Owners Policy	\$24,452.00
Directors And Officers Liability	\$893.00
Certified Acts Of Terrorism - See Disclosure Endorsement	Included
Total (See Additional Fee Information Below)	\$25,345.00

**Policy Number:** 60545-63-73

**Effective Date:** 05-01-2018

**Forms Applicable To** 25-9230ED2

Reminder-Review Your Coverages

**All Coverage Parts:**

**Your Agent**

Matthew Patterson  
Matt Patterson Ins Agcy Inc  
222 E Hutchison St101  
San Marcos, TX 78666  
(512) 396-1234

---

Countersigned (Date)

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By Authorized Representative

**Additional Fee Information**

The following additional fees apply on an account, not a per-policy, basis.

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State	Installment Fee
All states except Alaska, Florida, Maryland, New Jersey And West Virginia	\$6.00
Alaska and Maryland	Not applicable
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New Jersey	\$7.00
West Virginia	\$5.00

- A **returned payment fee** applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. **NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.**

State	NSF Fee
All States Except Alaska, Florida, Indiana, Maine, Nebraska, New Jersey, North Dakota, Oklahoma, Virginia And West Virginia	\$30.00
North Dakota And Oklahoma	\$25.00
Nebraska And Indiana	\$20.00
Florida And West Virginia	\$15.00
Maine	\$10.00
Alaska, New Jersey And Virginia	Not applicable

- A **late fee** will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
All States Except Alaska, Florida, Maryland, Missouri, Nebraska, New Jersey, Rhode Island, Virginia, South Carolina And West Virginia	\$20.00
Nebraska, Rhode Island And South Carolina	\$10.00
Alaska, Florida, Maryland, Missouri, New Jersey, Virginia And West Virginia	Not applicable

The following applies on a per-policy basis.

- A **reinstatement fee** of \$25.00 will be assessed if the policy is reinstated over 30 days but under 6 months from the cancellation date. *This fee does not apply to Florida, Indiana & Maryland or to Workers Compensation policies.*

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

Dear Valued Customer:

**THIS POLICY DOES NOT PROVIDE WORKERS' COMPENSATION COVERAGE FOR JOB RELATED INJURIES TO YOUR EMPLOYEES.**

State law may require such coverage. Be sure you are in compliance with the state law.

**FARMERS INSURANCE GROUP OF COMPANIES**



**CONDITIONAL EXCLUSION OF TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

- APARTMENT OWNERS PROPERTY COVERAGE FORM
- APARTMENT OWNERS LIABILITY COVERAGE FORM
- CONDOMINIUM OWNERS PROPERTY COVERAGE FORM
- CONDOMINIUM OWNERS LIABILITY COVERAGE FORM
- DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM

**SCHEDULE**

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

California	Oregon
Illinois	Virginia
Iowa	Washington
Missouri	Wisconsin
North Carolina	

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

**A.** Coverage is amended as follows:

**1. Applicability Of The Provisions Of This Endorsement**

**a. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.**

**(1) The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form; or**

**(2) A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:**

**(a) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or**

**(b) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or**

**(c) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.**

**b. If the provisions of this endorsement become applicable, such provisions:**

**(1) Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or injury or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and**



**(2) Remain applicable unless we notify you of changes in these provisions, in response to federal law.**

**c. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.**

2. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

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

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

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

B. The applicable **Property Coverage Form** is amended as follows:

1. The following exclusion is added:

**EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident 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 an incident of "terrorism":

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

b. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

c. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

d. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

e. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **1.e.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form.

## 2. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" 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 coverages or endorsements that apply to those coverages.

## 3. Application Of Other Exclusions

When the Exclusion Of Terrorism applies in accordance with the terms of Paragraph **1.a.** or **1.b.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form.

C. The applicable **Liability Coverage Form** and the **Directors and Officers Liability Coverage Form** is amended as follows:

1. The following definition is added and applies under this endorsement wherever the phrase any injury or damage, is enclosed in quotation marks:

"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 under this Coverage Form or any applicable endorsement.

2. The following exclusion is added:

### **EXCLUSION OF TERRORISM**

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

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

**f.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

- (1)** Physical injury that involves a substantial risk of death; or
- (2)** Protracted and obvious physical disfigurement; or
- (3)** Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **2.e.** or **2.f.** are exceeded.

With respect to this Exclusion, Paragraphs **2.e.** and **2.f.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form.

**D.** The following provision is added to the applicable Coverage Form:

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

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

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.



**J6300**  
3rd Edition

**DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

**SCHEDULE**

<b>SCHEDULE - PART I</b>	
<b>Terrorism Premium (Certified Acts) \$</b>	0.00
<b>Additional information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE - PART II</b>	
<b>Federal share of terrorism losses</b>	<u>82</u> % Year: <u>2018</u>
(Refer to Paragraph B. in this endorsement)	
<b>Federal share of terrorism losses</b>	<u>81</u> % Year: <u>2019</u>
(Refer to Paragraph B. in this endorsement)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Disclosure Of Premium**

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

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

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

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

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



**EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL  
OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
APARTMENT OWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

**A.** The following exclusion is added to Section **B. Exclusions**:

**Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

This insurance does not apply to damages, including but not limited to, "bodily injury" or "property damage" arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **1.** or **2.** above.

As used in this exclusion, electronic data means information, facts, recordings, images or computer programs stored as or on, created or used on, or transmitted to or from computer software, (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**B.** The following is added to Paragraph **B.1.p. Personal And Advertising Injury** Exclusion of the **Businessowners Coverage Form** and **Businessowners Liability Coverage** form and to Paragraph **B.1.q. Personal And Advertising Injury** Exclusion of the **Apartment Owners Liability Coverage Form** and **Condominium Liability Coverage Form**:

**Personal And Advertising Injury**

This insurance does not apply to damages, including but not limited to, "personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## POLICY DECLARATIONS - CONDO/TOWNHOME PREMIER POLICY

**Named Insured** THE OAKS OF VILLA MARIA  
ATTN: AYANO FUJIMOTO

**Mailing Address** 1218 EL PRADO AVE STE 134  
TORRANCE, CA 90501-2759

**Policy Number** 60545-63-73

**Auditable**

**Policy Period** From 05-01-2018  
To 05-01-2019 12:01 A.M. Standard time at your mailing address shown above.

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy. We provide insurance only for those Coverages described and for which a specific limit of insurance is shown.

The following premium credits and discounts applied to the premium associated with this coverage part:

**Favorable Loss Experience Discount**

There may be other credits and discounts you may be able to enjoy, please contact your agent for full details.

**Your Agent** Matthew Patterson  
Matt Patterson Ins Agcy Inc  
222 E Hutchison St101  
San Marcos, TX 78666  
(512) 396-1234

**PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS**

The following coverages apply to the described locations and/or building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level.

**Option:** BV - Blanket Value (see Base Coverage & Extensions for the total limit)  
**Valuation:** ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost;  
 ERC - Extended RC; FRC- Functional RC; GRC - Guaranteed RC  
**Abbreviation:** ALS = Actual Loss Sustained; BI = Business Income; EE = Extra Expense

Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address
001	All	1305 W Villa Maria Rd Bryan, TX 77801-4200	SOUTHTRUST BANK PO BOX 2230 GEORGE WEST, TX 78022-2230  JHX2LTD 9811 SI-35 BLDG 3 STE 101 AUSTIN, TX 78744

Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period
Building	BV	ERC	\$5,029,400	\$10,000
Business Personal Property (BPP)	BV	RC	\$122,700	\$10,000
Accounts Receivables - On-Premises			\$5,000	\$10,000
Building - Automatic Increase Amount			8%	
Building Ordinance Or Law - 1 (Undamaged Part)			Included	None
Building Ordinance Or Law - 2 (Demolition Cost)			\$250,000	None
Building Ordinance Or Law - 3 (Increased Cost)			\$250,000	None
Debris Removal			25% Of Loss + 10,000	
Electronic Data Processing Equipment			\$10,000	\$10,000
Equipment Breakdown			Included	\$10,000
Equipment Breakdown - Ammonia Contamination			\$25,000	
Equipment Breakdown - Drying Out Coverage			Included	
Equipment Breakdown - Expediting Expenses			Included	
Equipment Breakdown - Hazardous Substances			\$25,000	
Equipment Breakdown - Water Damage			\$25,000	
Exterior Building Glass			Included	\$10,000
Outdoor Property			\$50,000	\$10,000
Outdoor Property - Trees, Shrubs & Plants (Per Item)			\$25,000	\$10,000
Personal Effects			\$2,500	\$10,000
Specified Property			\$10,000	\$10,000
Valuable Paper And Records - On-Premises			\$5,000	\$10,000
Windstorm Or Hail Percentage/Fixed Dollar Deductible				1% Of Limit

**PROPERTY, INLAND MARINE AND CRIME COVERAGE AND LIMITS OF INSURANCE**

The following Coverages and Extensions apply to all covered locations (premises) and/or buildings. Please refer to the individual location (premises) section for coverages and limits specific to such location (premises).

Base Coverage And Extensions	Limit of Insurance	Deductible/ Waiting Period
Blanket Building Coverage Limit	\$5,029,400	See Bldg Section
Blanket Business Personal Property Coverage Limit	\$122,700	See Bldg Section
Accounts Receivables - Off-Premises	\$2,500	\$10,000
Association Fees And Extra Expense	\$100,000	
Back Up Of Sewers Or Drains	\$100,000	\$10,000
Crime Conviction Reward	\$5,000	None
Employee Dishonesty	\$10,000	\$500
Fire Department Service Charge	\$25,000	None
Fire Extinguisher Systems Recharge Expense	\$5,000	None
Forgery And Alteration	\$2,500	\$10,000
Limited Biohazardous Substance Coverage - Per Occurrence	\$10,000	\$10,000
Limited Biohazardous Substance Coverage - Aggregate	\$20,000	\$10,000
Limited Cov. - Fungi Wet Rot Dry Rot & Bacteria - Aggregate	\$15,000	\$10,000
Master Key	\$10,000	None
Master Key - Per Lock	\$100	None
Money And Securities - Inside Premises	\$10,000	\$500
Money And Securities - Outside Premises	\$10,000	\$500
Money Orders And Counterfeit Paper Currency	\$1,000	\$10,000
Newly Acquired Or Constructed Property	\$250,000	\$10,000
Outdoor Signs	\$50,000	\$500
Outdoor Signs - Per Sign	\$25,000	\$500
Personal Property At Newly Acquired Premises	\$100,000	\$10,000
Personal Property Off Premises	\$5,000	\$10,000
Premises Boundary	100 Feet	
Preservation Of Property	30 Days	
Valuable Paper And Records - Off-Premises	\$2,500	\$10,000



**LIABILITY AND MEDICAL EXPENSES  
COVERAGE AND LIMITS OF INSURANCE**

**Each paid claim for the following coverage reduces the amount of insurance we provide during the applicable policy period. Please refer to the policy.**

**Premium Basis:** (A) Area; (C) Total Cost; (P) Payroll; (S) Sales/Receipts; (U) Each Unit  
 (M) Public Area Square Feet  
 (O) Other:

**Covered Premises And Operations**

Address	Classification /Exposure	Class Code	Prem. Basis	Annual Exposure	Rate	Advance Premium
1305 W Villa Maria Rd Bryan, TX 77801-4200	Condominiums / Townhomes Swimming Pool	8641 00097	Incl U	Included 1	Included Included	Included Included

<b>LIABILITY AND MEDICAL EXPENSES COVERAGE AND LIMITS OF INSURANCE CONTINUED</b>	
<b>Coverage</b>	<b>Amount /Date</b>
General Aggregate (Other Than Products & Completed Operations)	\$2,000,000
Products And Completed Operations Aggregate	\$1,000,000
Personal And Advertising Injury	Included
Each Occurrence	\$1,000,000
Tenants Liability (Each Occurrence)	\$75,000
Medical Expense (Each Person)	\$5,000
Directors & Officers Liability - Per Claim	\$1,000,000
Directors & Officers Liability - Aggregate	\$1,000,000
Directors & Officers Liability - Self Insured Retention	\$1,000
Directors & Officers Liability - Discrimination	Included
Directors & Officers Liability Retroactive Date	/ /20
Hired Auto Liability	\$1,000,000
Non-Owned Auto Liability	\$1,000,000

**Policy Forms And Endorsements Attached At Inception**

Number	Title
25-2110	Work Comp Exclusion
25-6359	Notice Re Limited Excl Of Acts Of Terror
25-9200	Farmers Privacy Notice
51-1845ED2	Notice Of Accident Prevention Serv
56-5223ED5	Tx-Additional Conditions
E0104-ED1	Business Liab Cov-Tenants Liab
E0119-ED5	Backup Sewer & Drain Covg-Condos
E0147-ED1	War Liability Exclusion
E0224-ED3	Wind/Hail Percent Ded
E2038-ED3	Conditional Exclusion Of Terrorism
E3015-ED2	Calculation Of Premium
E3024-ED3	Condominium Common Conditions
E3314-ED3	Condominium Liability Covg
E3331-ED2	Limitation Of Covg To Desig Premises
E3336-ED2	Hired & Non-Owned Auto Covg Form
E3422-ED3	Condominium Property Covg
E3425-ED2	Loss Payable Provisions
E4299-ED1	Supplementary Payments
E6278-ED2	Blanket Limits For Bldg/Cont
E6288-ED3	Excl-Building Conversions
E9122-ED6	D & O Liab Covg Form
E9126-ED5	D&o Liab-Discrimination Excl Buyback
J6300-ED3	Discl Of Prem-Cert Act Of Terror
J6316-ED2	Excl Of Loss Due To Virus
J6347-ED1	Excl-Violation Of Statutes
J6350-ED1	Employee Dishonesty-Property Mgr
J6351-ED2	Limited Terrorism Exclusion
J6353-ED2	Change Of Limits Of Insurance
J6612-ED2	Equipment Breakdown Coverage End
J6829-ED1	Ltd Covg For Fungi, Wet/Dry Rot
J6833-ED2	Condominium Premier Package End
J6849-ED2	Deductible Provisions
J7110-ED1	Exclusion Confidential Info
J7131-ED1	Dishonesty Excl-Tenant Vandal Excp
J7133-ED1	Limited Biohazardous Substance Cov
J7136-ED1	Pollution Exclusion-Expanded Exception
J7139-ED1	Bus Inc And Extr Exp-Prt Slwdwn Cov
J7144-ED1	Personal & Advertising Injury Covg Amend
J7158-ED1	Damage To Property Exclusion-Revised
S7663-ED1	Tx Chgs-Conditions Requiring Notice
S7665-ED3	Texas Changes

**Policy Number:** 60545-63-73

**Effective Date:** 05-01-2018

**Policy Forms And Endorsements Attached At Inception**

<b>Number</b>	<b>Title</b>
S7666-ED2	Tx Chgs-Condominium Law Provisions
W0392-ED2	Tx-Mold & Microorganism Excl
W2172-ED1	Texas Loss Pay Cond-Proft Ovrhd

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS POLICY  
CONDOMINIUM POLICY

### SCHEDULE\*

Prem. No.	Description of Property	Loss Payee (Name & Address)	Provision Applicable (Indicate Paragraph A, B or C)
001	BUILDING	SOUTHTRUST BANK  PO BOX 2230  GEORGE WEST TX 780222230	B

The following is added to the applicable Property Coverage Form LOSS PAYMENT Loss Condition, as shown in the Declarations or by an "A," "B" or "C" in the Schedule:

#### A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor (including a mortgageholder or trustee) with whom you have entered a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:
  - a. Warehouse receipts;
  - b. A contract for deed;
  - c. Bills of lading; or
  - d. Financing statements.
2. For Covered Property in which both you and a Loss Payee have an insurable interest:
  - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
  - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure for similar action on the Covered Property.
  - c. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
    - (1) Pays any premium due under this policy at our request if you have failed to do so;
    - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
    - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of the applicable Property Coverage Form will then apply directly to the Loss

d. If we pay the Loss Payee 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 Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

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

3. If we cancel this policy, we will give written notice to the Loss Payee at least:
  - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

### **C. CONTRACT OF SALE**

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the OTHER INSURANCE in the applicable Common Policy Conditions Form:  
For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS POLICY  
CONDOMINIUM POLICY

### SCHEDULE\*

Prem. No.	Description of Property	Loss Payee (Name & Address)	Provision Applicable (Indicate Paragraph A, B or C)
001	BUILDING	JHX2 LTD  9811 S I-35 BLDG 3 STE 101  AUSTIN TX 78744	B

The following is added to the applicable Property Coverage Form LOSS PAYMENT Loss Condition, as shown in the Declarations or by an "A," "B" or "C" in the Schedule:

#### A. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### B. LENDER'S LOSS PAYABLE

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor (including a mortgageholder or trustee) with whom you have entered a contract for the sale of Covered Property, whose interest in that Covered Property is established by such written contracts as:
  - a. Warehouse receipts;
  - b. A contract for deed;
  - c. Bills of lading; or
  - d. Financing statements.
2. For Covered Property in which both you and a Loss Payee have an insurable interest:
  - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
  - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure for similar action on the Covered Property.
  - c. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
    - (1) Pays any premium due under this policy at our request if you have failed to do so;
    - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
    - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of the applicable Property Coverage Form will then apply directly to the Loss

d. If we pay the Loss Payee 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 Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

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

3. If we cancel this policy, we will give written notice to the Loss Payee at least:

- a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

4. If we do not renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

### **C. CONTRACT OF SALE**

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

3. The following is added to the OTHER INSURANCE in the applicable Common Policy Conditions Form:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.



# CONDOMINIUM PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine right, 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, used in this policy, means the type of property as described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered if a limit of Insurance is shown in the Declarations for that type of property.

a. Building and structure described in the Declarations, including:

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

But Buildings does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(4)** above.

b. Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;

- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.
- (4) Electronic Data Processing Equipment (Hardware), including:
  - (a) Programmable electronic equipment that is used to store, retrieve and process data; and
  - (b) Associated peripheral equipment that provides communication, including input and output functions such as printing, or auxiliary functions such as data transmission

Except as described in (5) below.

- (5) Electronic Media and Records (including Software), including:
  - (a) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
  - (b) Data stored on such media; and
  - (c) Programming records used for electronic data processing or electronically controlled equipment.

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

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**.

## 2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Any of the following types of property contained within a unit:
  - (1) Fixtures, improvements and alternations that are part of the building structure;
  - (2) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping; and
  - (3) Any other personal property owned by, used by or in the care, custody or control of a unit-owner.
- b. Aircraft, automobiles, motorcycles and other vehicles subject to motor vehicle registration;
- c. "Money" or "securities" except as provided in the:
  - (1) Money and Securities Optional Coverage; or
  - (2) Employee Dishonesty Optional Coverage;
- d. Contraband, or property in the course of illegal transportation or trade;
- e. Land (including land on which the property is located), water, growing crops or lawns;
- f. Fences, walls, walks, driveways and pools, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except provided in the:
  - (1) Outdoor Property Coverage Extension; or
  - (2) Outdoor Signs Optional Coverage;
  - (3) Specified Property Optional Coverage;
- g. Watercraft (including motors, equipment and accessories while afloat.
- h. Property held as samples, held for rental or sale or that you rent to others;
- i. Electronic data processing equipment which is permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration; or
- j. Accounts, bills, evidences of debt and "valuable papers and records". However such property is Covered Property in its "converted data" form.

### 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) 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 the loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- (2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- (3) Property that is missing, 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 Optional Coverage for Money and Securities.
- (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

b. With respect to glass (other than glass building blocks) that is part of the interior of a building or structure, or part of the interior of an outdoor sign, we will not pay more than \$500 for the total of all loss or damage in any one occurrence. Subject to the \$500 limit on all loss or damage, we will not pay more than \$100 for each plate, 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 semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- (3) \$2,500 for patterns, dies, molds and forms.

### 5. ADDITIONAL COVERAGES

a. **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 physical loss of or damage to Covered Property; 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 water; or
- (b)** Remove, restore or replace polluted land or water.

**(4)** If:

- (a)** The sum of direct physical 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 \$10,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

#### **b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

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

#### **c. Fire Department Service Charge**

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

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

#### **d. Collapse**

**(1)** With respect to buildings:

- (a)** Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;
- (b)** A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;
- (c)** A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building;
- (d)** A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

**(2)** We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this 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)** Weight of people or personal property;
- (c)** Weight of rain that collects on a roof;

**(d)** 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 Paragraphs **(a)** through **(c)**, we will pay for the loss or damage even if use of defective material or methods in construction, remodeling or renovation contributes to the collapse.

The criteria set forth in Paragraphs **(1)(a)** through **(1)(d)** do not limit the coverage otherwise provided under this Additional Coverage for the causes of loss listed in Paragraphs **(2)(a)**, **(2)(c)** and **(2)(d)**.

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

**(4)** If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- (a)** The collapse was caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)** of this Additional Coverage;
- (b)** The personal property which collapses is inside a building; and
- (c)** The property which collapses is not of a kind listed in Paragraph **(3)** above, regardless of whether that kind of property is considered to be personal property or real property.

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

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

**(5)** This Additional Coverage, Collapse, will not increase the Limits Of Insurance provided in this policy.

#### **e. Association Fees and Extra Expense**

**(1)** Association Fees

- (a)** We will pay for Association fees you have been unable, after reasonable effort, to collect from any unit owner(s) whose unit(s) has been rendered uninhabitable due to direct physical loss or damage caused by or resulting from any Covered Cause of Loss. We will only pay for loss of Association Fees that you sustain during the "period of restoration" and occurs within 12 consecutive months after the date of direct physical loss or

damage.

**(b) Association Fees means:**

All monthly expenses charged to condominium unit owners by the Association for the maintenance and upkeep of condominium units and common areas.

**(2) Extra Expense**

**(a)** 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.

**(b)** Extra Expense means expense incurred:

**(i)** 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.

**(ii)** To minimize the suspension of business if you cannot continue "operations".

**(iii)** To:

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

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 subject to the Limit of Insurance shown for Association Fees and Extra Expense in the Declarations.

**f. 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.

**g. Money Orders and Counterfeit Paper Currency**

We will pay for loss due to the good faith acceptance of:

- (1)** Any U.S. 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;

in exchange for merchandise, "money" or services or as part of a normal business transaction.

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

**h. Forgery And Alteration**

**(1)** We will pay for loss resulting directly from forgery or alternation 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 \$2,500.

#### **i. Ordinance Or Law Coverage**

##### **(1) Coverage 1 - Coverage for Loss to the Undamaged Portion of the building or structure**

If a Covered Cause of Loss occurs to covered building or structure property, we will pay under Coverage 1 for the loss in value of the undamaged portion of the building or structure as a consequence of 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 structures, or establishes zoning or land use requirements at the described premises; and
- (c) Is in force at the time of loss.

However:

We will not pay for the Increased Cost of Construction:

- (a) Until the property is actually repaired or replaced, at the same or another premises; and
- (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.

We may extend this period in writing during the two years.

If the building or structure is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.

If the ordinance or law required relocation to another premises, the most we will pay for Increased Cost of Construction is the increased cost of construction at the new premises.

Coverage 1 is included within the Limit of Insurance shown in the Declarations as applicable to the covered Building or structure property. Coverage 1 does not increase the Limit of Insurance.

##### **(2) Coverage 2 - Demolition Cost Coverage**

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

Paragraph E.6.d. of the Property Loss Conditions does not apply to Demolition Cost Coverage.

##### **(3) Coverage 3 - Increased Cost of Construction Coverage**

If a Covered Cause of Loss occurs to the covered Building or structure property, we will pay for the increased cost to:

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

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

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

Paragraph **E.6.d.** of the Property Loss Conditions does not apply to the Increased Cost of Construction Coverage.

- (4) This Additional Coverage applies only to building or structure property insured on a replacement cost basis.
- (5) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building or structure was undamaged; and
  - (b) You failed to comply with.
- (6) Under this Additional Coverage, we will not pay any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (7) The most we will pay under this Additional Coverage, for each described building or structure insured under this Coverage Form, is the Ordinance or Law Coverage Limit of Insurance shown in the Declarations.
- (8) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment Property Loss Condition in this Coverage Form do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in **I.(6)** of this Additional Coverage, is not subject to such limitation.

**j. Exterior Building Glass**

- (1) We will pay for direct physical loss of or damage to glass, including lettering or ornamentation, that is part of the exterior of a covered building or structure at the described premises. 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.a.**, Earth Movement;
  - (b) Paragraph **B.1.b.**, Governmental Action;
  - (c) Paragraph **B.1.c.**, Nuclear Hazard;
  - (d) Paragraph **B.1.e.**, War And Military Action; and
  - (e) Paragraph **B.1.f.**, 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 pay under this Additional Coverage is the building Limit of Insurance shown in the Declarations.



#### **k. Crime Conviction Reward**

We will pay a crime conviction reward to a person or persons (not to include the Named Insured or any person responsible in any way for the subject crime) providing information which leads to a conviction in connection with a loss or damage covered by this policy. The amount of the reward will be equal to the amount of the covered loss, however, in no event will the amount of the reward exceed \$5,000 for any one occurrence.

This limit applies per occurrence regardless of the number of persons providing information.

No deductible applies to this Additional Coverage.

#### **l. Master Key Coverage**

We will pay up to the limits shown in the Declarations for the necessary replacement of locks and keys when a key is lost or stolen.

No deductible applies to this Additional Coverage.

#### **m. Fire Extinguisher Recharge**

We will pay up to \$2,500 per occurrence for the necessary costs to recharge or replace (whichever is less) fire extinguishers owned by the insured that are discharged as a result of extinguishing a covered fire which occurs at a location shown in the Declarations.

No deductible applies to this Additional Coverage.

### **6. COVERAGE EXTENSIONS**

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

#### **a. Newly Acquired or Constructed Property**

- (1) Your new buildings or structures while being built on the described premises; and
- (2) Buildings or structures you acquire at locations, other than the described premises, intended for similar use as the building or structure described in the Declarations.

Coverage under this Extension for each newly acquired or constructed building or structure will end upon the first to occur of the following:

- (a) This policy expires or is terminated;
- (b) The thirtieth day after you acquire or begin to construct the property; or
- (c) You request that the subject building or structure be covered under the policy.

We will charge you additional premium from the date construction begins or you acquire the property.

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

Deductible:

The deductible applicable to and shown on the Declarations for Building and Structure applies to each loss under this endorsement.

#### **b. Personal Property At Newly Acquired Premises**

You may extend the insurance that applies to Business Personal Property to apply to that property at any premises you acquire.

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

Insurance under this Extension for each newly acquired premises will end when any of the following first occurs:

- (1) This policy expires;
- (2) 30 days expire after you acquire or begin construction at the new premises; or
- (3) You report values to us.

Deductible:

The deductible applicable to and shown on the Declarations for Business Personal Property applies to each loss under this Extension.

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

#### **c. 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", "valuable papers and records" or accounts receivable:

- (1) While it is in the course of transit or temporarily at a premises you do not own, lease or operate for not more than 90 days.
- (2) Including duplicate or back-up electronic media and records that are stored at a separate location which is at least 100 feet from the premises described in the Declarations as applying to electronic media and records.

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

#### **d. Outdoor Property**

You may extend the insurance provided by this policy to apply to your radio and television antennas (including satellite dishes), signs (other than signs attached to building), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

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

The most we will pay for loss or damage under this Extension is the Limit of Insurance shown in the Declarations for Outdoor Property, but not more than \$500 for any one tree, shrub or plant.

#### **e. Personal Effects**

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

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

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

#### **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 loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$5,000, unless a higher Limit of Insurance for "valuable papers records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$2,500.

(3) Section B. Exclusions of this Coverage Form does not apply to this Coverage Extension except for:

- (a) Paragraph **B.1.b.**, Government Action;
- (b) Paragraph **B.1.c.**, Nuclear Hazard;
- (c) Paragraph **B.1.e.**, War And Military Action;
- (d) Paragraph **B.2.f.**, Dishonesty;
- (e) Paragraph **B.2.g.**, False Pretense;
- (f) Paragraph **B.3.**, and
- (g) The Accounts Receivable and "Valuable Papers and Records" Exclusions.

#### **g. Accounts Receivable**

(1) You may extend the insurance that applies to Business Personal Property to apply to accounts receivable.

We will pay:

- (a) All amounts due from your customers that you are unable to collect;
- (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

(2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$5,000, 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 \$2,500.

(3) Section B. Exclusions of this Coverage Form does not apply to this Coverage Extension except for:

- (a) Paragraph **B.1.b.**, Government Action;
- (b) Paragraph **B.1.c.**, Nuclear Hazard;
- (c) Paragraph **B.1.e.**, War And Military Action;
- (d) Paragraph **B.2.f.**, Dishonesty;
- (e) Paragraph **B.2.g.**, False Pretense;
- (f) Paragraph **B.3.**; and
- (g) The Accounts Receivable and "Valuable Papers And Records" Exclusions.

#### **h. Mechanical Breakdown of Electronic Data Processing Equipment**

We will pay for loss or damage to Covered Property due to mechanical breakdown if such loss or damage exceeds in any one occurrence the applicable 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 for the Covered Property.

This Coverage Extension is included within the Limit of Insurance applying to Electronic Data Processing Equipment at the described premises.

The Electrical Apparatus Exclusion **B.1.d.**, **B.2.a.**, **B.2.c.**, **B.2.d.**, **B.2.i.**, **B.2.k.(3),(4)**, and **(5)** and **B.3.b.** does not apply to this Coverage Extension.

#### **i. Artificially Generated Electrical Current**

We will pay for loss or damage to Electronic Data Processing Equipment due to artificially generated

electrical current if such loss or damage is caused by or results from:

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

If such loss or damage as specified above, exceeds in any one occurrence the applicable 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 for the Equipment.

This Coverage Extension is included within the Limit of Insurance applying to Electronic Data Processing Equipment at the described Location.

The Electrical Apparatus Exclusion **B.1.d.**, **B.2.a.**, **B.2.c.**, **B.2.d.**, **B.2.i.**, **B.2.k.(3)**, **(4)**, and **(5)** and **B.3.b.** does not apply to this Coverage Extension.

## **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. Earth Movement**

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
- (2) 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.

### **b. Government 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.

### **c. Nuclear Hazard**

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

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

### **d. Power Failure**

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

But if 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.

**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, or action taken by governmental authority in hindering or defending against any of these.

**f. Water, Mudslide Or Mudflow**

(1) We will not pay for loss or damage caused directly or indirectly by any of the following:

- (a) Water, in any form; or
- (b) Mudslide or mudflow;

Such loss or damage is excluded (including all resulting loss or damage, not limited to rust, wet or dry rot or fungi) regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

(2) However, we will pay for loss or damage, not otherwise excluded, but not for any other resulting damage, caused by:

- (a) Sudden and accidental discharge or leakage of water or steam as a 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. 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 steam 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:

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

(b) Water damage to 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, if:

- (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.

(c) Water, other liquids, powder, molten material leaking or flowing from plumbing, heating, air conditioning or other equipment caused by or resulting from freezing, only if:

- (i) You have taken all necessary measures to maintain heat in the building or structure; or
- (ii) You drain the equipment and shut off the supply if the heat is not maintained.

(d) Hail damage to the exterior of the building or structure.

(e) Water when used to suppress fire.

We will not pay for loss or damage caused by (2)(a), (b), (c) occurring over a period of 14 days or more.

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

**g. Asbestos**

- (1) Loss or damage arising out of, resulting from, caused by, contributed to or aggravated by asbestos or exposure to asbestos;
- (2) Any loss, cost, expense, request, demand, order, claim or suit to test for, monitor, clean up, remove, abate, mitigate, contain, treat, detoxify, neutralize, dispose of or in any way respond to or assess the effects of asbestos or exposure to asbestos.
- (3) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- (4) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

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 the 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. Steam Apparatus**

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

**e. Dishonesty**

Dishonest or criminal acts 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;
- (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.

**f. 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.

**g. Exposed Property**

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

**h. Collapse**

Collapse, except as provided in the Additional Coverage for Collapse. But if collapse results in a

Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**i. Pollution**

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

**j. Other Types of Loss**

- (1) Wear and tear;
- (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force; or
- (7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere or changes in or extremes of temperature, unless such conditions result from physical damage caused by a covered cause of loss to an air conditioning unit or system, including equipment and parts, which is part of, or used with the electronic data processing equipment.
- (b) Marring or scratching.

But if an excluded cause of loss that is listed in **B.2.j.(1)** through **B.2.j.(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.

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.

**4. Accounts Receivable And "Valuable Papers And Records" Exclusions**

The following additional exclusions apply to the Accounts Receivable and "Valuable Papers And Records" Coverage Extensions:

- 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 any of the following:

- (1) Errors or omissions in processing or copying. But if errors or omissions in processing or copying results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion.
- (2) Wear and tear, gradual deterioration or latent defect.

- 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.

## **5. Electronic Data Processing Equipment and Media**

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

- a. Human errors or omissions in processing, recording or storing information on electronic media and records and electronic data processing equipment.

But we will pay for direct loss or damage caused by resulting fire or explosion.

- b. Electrical or magnetic injury, disturbance or erasure of electronic recordings, except as provided for under Coverage Extensions.

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

- c. Failure, breakdown or malfunction of electronic media and records and electronic data processing equipment, including parts, while the media is being run through the equipment.

But we will pay for direct loss or damage caused by resulting fire or explosion.

- d. Installation, testing, repair or other similar service performed upon the electronic data processing media and records or electronic data processing equipment, including parts.

## **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 most we will pay for loss of or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.
3. The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.
4. 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 building limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the building limit, times
  - (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 building limit, divided by 365.

Example:

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

The amount of increase is  $\$100,000 \times .08 \times 146 \text{ Divided By } 365 = \$3,200$ .

#### **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. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages and the Additional Coverage - Exterior Building Glass in any one occurrence is the Optional Coverage/Building Glass Deductible shown in the Declarations:
  - a. Money and Securities;
  - b. Employee Dishonesty;
  - c. Interior Glass; and
  - d. Outdoor Signs.

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

3. No deductible applies to the following Additional Coverages:
  - a. Fire Department Service Charge;
  - b. Extra Expense; and
  - c. Association Fees

#### **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 empire equally.

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

### 3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
- (1) Notify the police if a law may have been broken.
  - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
  - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
  - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
  - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
  - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 day 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 insureds books and records. In the event of an examination, an insureds 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 proof of loss.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. Except as provided in (2) through (8) below, we will determine the value of Covered Property as follows:
- (1) At the 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 of 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 with 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 replacement 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 Value - Buildings" option applies, as shown in the declarations, Paragraph (1) above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.
- (3) The following property at actual cash value:
  - (a) Used or second-hand merchandise held in storage or for sale;
  - (b) Property of others, but this property is not covered for more than the amount for which you are liable, plus the cost of labor, materials or services furnished or arranged by you on personal property of others;
  - (c) Household contents, except personal property in apartments or rooms furnished by you as landlord;
  - (d) Manuscripts;
  - (e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.
- (4) Glass at the cost of replacement with safety glazing material if required by law.
- (5) "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.

This condition does not apply to "valuable papers and records" and electronic media and records that are actually replaced or restored.
- (6) Applicable only to the Optional Coverages:
  - (a) "Money" at its face value; and
  - (b) "Securities" at their value at the close of business on the day the loss is discovered.

**(7) Applicable only to Accounts Receivable:**

- (a)** If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
  - (i)** We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
  - (ii)** We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
- (b)** The following will be deducted from the total amount of accounts receivable, however that amount is established:
  - (i)** The amount of the accounts for which there is no loss or damage;
  - (ii)** The amount of the accounts that you are able to 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.

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

**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**

We will reduce the amount of your 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 **(1)(a)** and **(1)(b)** below:
  - (a)** When this policy is issued to a tenant, and with respect to that tenants 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 if 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 **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## **F. PROPERTY GENERAL CONDITIONS**

### **1. Control of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### **2. Mortgageholders**

a. The term "mortgageholder" includes trustee.

b. We will:

- (1) If the condominium is terminated, pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.
- (2) In all other respects, pay for loss to buildings or structures to you or the designated insurance trustee in accordance with the Loss Payment Loss Condition contained in this Coverage Form.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1) Pays any premium due under this policy at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

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

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

- (1) The mortgageholders rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholders right to recover the full amount of the mortgageholders 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 30 days before the effective date of cancellation.
  - g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 30 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. OPTIONAL COVERAGES

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

### 1. Specified Property

- a. We will pay for direct physical loss of or damage to fences, walls, walks, driveways and pools at the described location.
- b. The most we will pay for this Optional Coverage is the Limit of Insurance shown in the Declarations for Specified Property.

### 2. Outdoor Signs

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

- e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

### 3. Interior Glass

- a. We will pay for direct physical loss of or damage to items of glass that are permanently affixed to the interior walls, floors or ceilings of a covered building or structure at the described premises, provided each item is:
  - (1) Described in the Declarations as covered under this Optional Coverage; and
  - (2) Located in the basement or ground floor level of the building or structure, unless the Declarations show that this Optional Coverage is applicable to interior glass at all floors; and
  - (3) Owned by you, or owned by others but in your care, custody or control.
- b. We will also pay for necessary:
  - (1) Expenses incurred to put up temporary plates or board up openings;
  - (2) Repair or replacement of encasing frames; and
  - (3) Expenses incurred to remove or replace obstructions.
- c. Paragraph 3., Covered Causes of Loss, and Section B., Exclusions, do not apply to this Optional Coverage, except for:
  - (1) Paragraph B.1.b., Government Action;
  - (2) Paragraph B.1.c., Nuclear Hazard; and
  - (3) Paragraph B.1.e., War and Military Action.
- d. We will not pay for loss or damage caused by or resulting from:
  - (1) Wear and tear;
  - (2) Hidden or latent defect;
  - (3) Corrosion; or
  - (4) Rust.
- e. This Optional Coverage supersedes all limitations in this policy that apply to interior glass.

### 4. Money And Securities

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
  - (1) Theft, meaning any act of stealing;
  - (2) Disappearance; or
  - (3) Destruction.
- b. In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
  - (1) Resulting from accounting or arithmetical errors or omissions;
  - (2) Due to the giving or surrendering of property in any exchange or purchase; or
  - (3) Of property contained in any "money"- operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- c. The most we will pay for loss in any one occurrence is:
  - (1) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:
    - (a) In or on the described premises; or
    - (b) Within a bank or saving institution; and
  - (2) The limit shown in the Declarations for Outside the Premises for "money" and "securities"

while anywhere else.

**d. All loss:**

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

is considered one occurrence.

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

**5. Employee Dishonesty**

**a. We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:**

- (1) Cause you to sustain loss or damage; and also
- (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:

- (a) Any employee; or
- (b) Any other person or organization.

**b. We will not pay for loss or damage:**

- (1) Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons.
- (2) The only proof of which as to its existence or amount is:
  - (a) An inventory computation; or
  - (b) A profit and loss computation.

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

**d. All loss or damage.**

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

is considered one occurrence.

**e. 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 accumulates from year to year or period to period.**

**f. This Optional Coverage does not apply to any employee immediately upon discovery by:**

- (1) You; or
- (2) 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.

**g. We will pay only for covered loss or damage discovered no later than one year from the end of the Policy Period.**

**h. If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:**

- (1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and
- (2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.



i. The insurance under Paragraph h. above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:

- (1) This Optional Coverage as of its effective date; or
- (2) The prior insurance had it remained in effect.

j. With respect to coverage provided under this Optional Coverage, "employee" means any natural person who receives compensation for working in your regular service in the ordinary course of your business.

"Employee" also includes your directors, officers, whether compensated or not.

"Employee" does not include any broker, consignee, contractor (such as property management company) or other agent or representative of the same general character.

**Employee Dishonesty** coverage does not apply when your directors, officers and Association managers are performing duties outside the scope of their normal duties as directors, officers or Association managers for the Named Insured.

## H. PROPERTY DEFINITIONS

1. **"Money"** means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

2. **"Operations"** means your business activities occurring at the described premises.

3. **"Period of restoration"** means the period of time that:

a. Begins:

- (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
- (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;

caused by or resulting from any COVERED CAUSE OF LOSS at the described premises; and

b. Ends on the earlier of:

- (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (2) The date when business is resumed at a new permanent location.

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

- (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 cut short the "period of restoration".

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

5. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

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

but does not include "money".

**6. "Specified Causes of Loss"** means the following:

Fire; lightning; explosion; windstorm; 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.

**a. Sinkhole collapse** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- (1) The cost of filling sinkholes; or
- (2) Sinking or collapse of land into manmade underground cavities.

**b. Falling objects** does not include loss of or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

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

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

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

But "valuable papers and records" does not mean:

- d. "Money" or "Securities";
- e. Converted Data;
- f. Programs or instructions used in your data processing operations, including the materials on which the data is recorded.

**8. "Converted data"** means information that is stored on electronic media, that is capable of being communicated, processed or interpreted by electronic data processing equipment.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS LIABILITY COVERAGE TENANTS LIABILITY**

This endorsement modifies insurance provided under the following:

APARTMENTOWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM  
**SCHEDULE\***

**Premises:**

**Tenants Liability Limit Of Insurance (Per Occurrence):**

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

With respect to the coverage provided under this endorsement, the applicable Liability Coverage Form is amended as follows:

**A.** Under **B.1. Exclusions Applicable To Business Liability Coverage**, the paragraph following **q.(15)** of the applicable Liability Coverage Form is deleted and replaced by the following:

With respect to the premises shown in the Schedule of this endorsement which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c.**, **d.**, **e.**, **h.**, **i.**, **l.**, **m.**, **n.**, **o.** and **p.** do not apply to "property damage".

**B.** Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is deleted and replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" arising out of any one "occurrence" to premises rented to you or temporarily occupied by you with the permission of the owner is the Tenants Liability Limit of Insurance shown in the Schedule.

**C.** With respect to the premises shown in the Schedule of this endorsement, Paragraph **D.3.** and Paragraph **D.4.b.** are deleted.



**TEXAS CONDOMINIUM ASSOCIATION COVERAGE -  
CONDOMINIUM LAW PROVISIONS**

This endorsement modifies insurance provided under the following:

CONDOMINIUM OWNERS POLICY

**A.** Section **F. PROPERTY GENERAL CONDITIONS** of the CONDOMINIUM PROPERTY COVERAGE FORM is amended as follows:

1. Paragraph **F. 1. Control of Property** is deleted.

**B.** The CONDOMINIUM COMMON POLICY CONDITIONS is amended as follows:

1. Section **A. Cancellation** is amended as follows:

a. The following is added to Paragraphs **A. 2.** and **A. 3.:**

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 30 days before the effective date of cancellation, to:

a. The first Named Insured; and

b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

If we cancel this policy, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such cancellation.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us, then we will also mail or deliver notice of cancellation to each unit-owner to whom we issued a certificate or memorandum of insurance, to each last mailing address known to us.

2. The following is added to paragraph **H. Other Insurance:**

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

3. The following condition is added and supersedes any provision to the contrary:

**M. Nonrenewal**

a. We will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to the first Named Insured and to each unit-owner to whom we issued a certificate or memorandum of insurance.

b. We will mail or deliver such notice to each last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. The following condition is added:

**N. Act Or Omission**

No act or omission by any unit-owner will void this policy or be a condition to recovery under this policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## MOLD AND MICROORGANISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
APARTMENT OWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

The following provisions apply to your policy.

A. Definition:

1. "Mold" means any type or form of fungus, including but not limited to, mildew, mycotoxins, spores, scents or by-products produced or released by "mold".
2. "Microorganism" means any organism (animal or plant) of microscopic size, including but not limited to, any type or form of bacteria, bacterium or any part or by-product of any of the above.

B. This insurance does not apply to any:

1. "Bodily injury", "Property Damage" or "personal and advertising injury" arising out of, resulting from, caused or contributed to, whether directly or indirectly by "mold" or "microorganism" and 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 "mold" or "microorganism";
2. 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 effect of "mold" or "microorganism", by any insured or by any other person or entity;
3. Any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with 1. or 2. above; and
4. Any obligation to share with or repay someone else who must pay damages because of such injury or damage.

However this exclusion does not apply to any "mold" or "microorganism" that is on, or contained in, a good or product intended for consumption; nor does this exclusion apply to any "communicable disease" that results from microorganisms. As used in this endorsement, "communicable disease" means a physical illness that can be transmitted from one person to another.

The above applies regardless of any other cause that contributed concurrently or in any sequence to the injury or damage.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## CHANGE TO LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**  
**APARTMENT OWNERS LIABILITY COVERAGE FORM**  
**CONDOMINIUM LIABILITY COVERAGE FORM**

The following provision replaces D.1.

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;
  - c. Persons or organizations making "claims" or bringing "suits"; or
  - d. Policy terms involved.

All bodily injury, personal injury and property damage resulting from one accident or from continuous or repeated exposure to the same general conditions is considered the result of one loss.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS COVERAGE FORM  
CONDOMINIUM COVERAGE FORM

### **SCHEDULE\***

<b>Location No.</b>	<b>Windstorm or Hail Deductible Percentage (enter 1%, 2% or 5%)</b>
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\*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The Windstorm or Hail Deductible, as shown in the Schedule, applies to loss or damage to Covered Property caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than Windstorm or Hail occurs, and that loss or damage would not have occurred but for Windstorm or Hail, such loss or damage shall be considered to be caused by Windstorm or Hail and therefore part of a Windstorm or Hail occurrence.

With respect to Covered Property at a location identified in the Schedule, no other deductible applies to Windstorm or Hail.

The Windstorm or Hail Deductible applies whenever there is an occurrence of Windstorm or Hail.

### **WINDSTORM OR HAIL DEDUCTIBLE CLAUSE**

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

1. Each building or structure that sustains loss or damage;
2. The building or structure and to personal property in that building or structure, if both sustain loss or damage;
3. Personal property at each building or structure that sustains loss or damage.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Property is the highest percentage shown in the Schedule for any described premises.

### **EXAMPLE APPLICATION OF DEDUCTIBLE:**

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

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the business personal property.

The Deductible is 2%.

#### **Building**

Step (1) :  $\$80,000 \times 2\% = \$1,600$

Step (2) :  $\$60,000 - \$1,600 = \$58,400$

**Business Personal Property**

Step (1) :  $\$64,000 \times 2\% = \$1,280$

Step (2) :  $\$40,000 - \$1,280 = \$38,720$

The most we will pay is  $\$97,120$  ( $\$58,400 + \$38,720$ ). The portion of the total loss that is not covered due to the application of the Deductible is  $\$2,880$  ( $\$1,600 + \$1,280$ ).





## **BUSINESS INCOME AND EXTRA EXPENSE - PARTIAL SLOWDOWN COVERAGE**

This endorsement modifies insurance provided under the following:

### **APARTMENT OWNERS PROPERTY COVERAGE FORM CONDOMINIUM PROPERTY COVERAGE FORM**

- A.** Section **A.5. Additional Coverages** of the Apartment Owners Property Coverage Form is amended as follows:
- 1.** The following is added to Paragraphs **5.e. Business Income** and **5.f. Extra Expense**:
    - (3)** With respect to the coverage provided in this Additional Coverage, suspension means:
      - (a)** The partial slowdown or complete cessation of your business activities; or
      - (b)** That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- B.** Paragraph **5.e. Association Fees and Extra Expense** in Section **A.5. Additional Coverages** of the Condominium Property Coverage Form is amended as follows:
- 1.** The following is added under Sub-paragraph **5.e.(2) Extra Expense**:
    - (c)** With respect to the coverage provided in this Additional Coverage, suspension means:
      - (i)** The partial slowdown or complete cessation of your business activities; or
      - (ii)** That a part or all of the described premises is rendered untenable.
- C.** The following is added to Paragraph **B.4. Business Income And Extra Expense Exclusions** of the Apartment Owners Property Coverage Form:
- c.** With respect to this exclusion, suspension means:
    - (1)** The partial slowdown or complete cessation of your business activities; or
    - (2)** That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



**BLANKET LIMITS FOR BUILDINGS AND BUSINESS  
PERSONAL PROPERTY**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS PROPERTY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
CONDOMINIUM PROPERTY COVERAGE FORM

When shown in the Declarations, the Limits of Insurance for Buildings and Business Personal Property at any scheduled location will be provided on a blanket basis.

- A. The applicable Property Coverage Form or Section I - PROPERTY of the BUSINESSOWNERS COVERAGE FORM is amended by the following:
1. Paragraph C.1. under C. **Limits Of Insurance** is deleted and replaced by the following:
    1. In the event of covered loss or damage to:
      - (a) Building(s) at one or more scheduled locations or premises, the applicable limit of insurance will equal the sum of all the limits shown in the Declarations for Building.
      - (b) Business Personal Property at one or more scheduled locations or premises, the applicable limit of insurance will equal the sum of all the limits shown in the Declarations for Business Personal Property.
- B. When coverage is provided on a blanket basis, 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. When more than one covered location or premises is involved in a single loss, a separate deductible applies to each location or premises.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

## CONDOMINIUM 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" 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:

- (1) To "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"; and
  - (b) The "bodily injury" or "property damage" occurs during the policy period.
  - (c) Prior to the policy period, no insured listed under Paragraph C.1. **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" know, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- 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 C.1. **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 "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 **C.1.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 \$250 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 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 actual loss of earnings up to \$250 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.

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 the 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 one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonable 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

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or

"property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable 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. Employers' 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 the "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. Pollution**

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

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom 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:

- (i) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
- (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

Subparagraph (d)(i) does not apply to "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 fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(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.

#### **g. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or contributed to asbestos or exposure to asbestos;
- (2) Any loss, cost or expenses arising out of any request, demand, order, claim, "suit" or statutory or regulatory requirement that any insured or others test for, monitor, abate, remove, clean up, contain, treat, or neutralize, or in any way respond to, or assess the effects of asbestos;
- (3) Any supervision, instructions, recommendation, warnings or advice given or which should have been given in connection with (1) and (2) above; and
- (4) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

For purposes of this exclusion, "bodily injury" includes mental injury, anguish, distress or fear of any injury, illness or disease caused by, or believed to be caused by, or related to asbestos or exposure to asbestos.

#### **h. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge.
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not

owned by or rented or loaned to you or the insured;

(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.

#### **i. 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.

#### **j. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### **k. Professional Services**

"Bodily injury", "property damage", "personal injury and advertising injury" due to rendering 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 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) Body piercing services; and

(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.

#### **l. Damage To Property**

"Property damage" to:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(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 sidetrack agreement.

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

**m. Damage To Your Product**

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

**n. 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.

**o. 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.

**p. 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.

**q. Personal And Advertising Injury**

"Personal and advertising injury":

- (1)** Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2)** Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3)** Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4)** Arising out of a criminal act committed by or at the direction of any insured;
- (5)** For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (6)** Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (7)** Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (8)** Arising out of the wrong description of the price of goods, products or services stated in your

"advertisement";

(9) Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web-sites or others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **13. a., b. and c.** of "personal and advertising injury" under **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

(10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(11) With respect to 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".

(12) "Bodily injury" arising out of "personal and advertising injury".

(13) Arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

(14) 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.

(15) 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.

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

#### **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; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person.

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

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

## 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 taking part in athletics.
- f. Included with the "products - completed operations hazard".
- g. Excluded under Business Liability Coverage.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## 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 the 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 there of, with any person or organization.
    - (c) Under Business Liability Coverage, 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.
- 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 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.

As used in this exclusion:

"Byproduct material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for:
  - (1) Separating the isotopes of uranium or plutonium;
  - (2) Processing or utilizing "spent fuel"; or
  - (3) Handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

"Nuclear material" means "source material", "special nuclear material" or "byproduct material";

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

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

"Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

"Waste material" 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 stockholders.

**2. Each of the following is also an insured:**

**a.** Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

**(1)** "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 the 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; or

**(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.

**3.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a.** "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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.

**4.** The developer in the developer's capacity as a unit-owner, but only with respect to the developer's liability arising out of:

- a.** The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
- b.** The developer's membership in the Association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

5. Each other unit-owner of the described condominium, but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit-owner or out of that person's membership in the Association.

#### **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.

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 Fire Legal Liability limit shown in the Declarations.

#### **4. Aggregate Limits**

The most we will pay for:

- a. Injury or damage under the "products - completed operations hazard" arising from all "occurrences" during the policy period is the **Liability And Medical Expenses Limit**; and
- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is twice the **Liability And Medical Expenses Limit**. This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire or explosion.

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 must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

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

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(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.

### 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 obtained after an actual trial; 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.

## 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 purposes of this definition:
  - (a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - (b) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting

from any of these at any time.

**4. "Coverage territory" means:**

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or air-space, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or
- c.** All 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; or
  - (2)** The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
  - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insureds responsibility to pay damages is determined in a "suite" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.

**5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".**

**6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.**

**7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.**

**8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:**

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1)** The repair, replacement, adjustment or removal of "your product" or "your work"; or
- (2)** Your fulfilling the terms of the contract or agreement.

**9. "Insured contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a)** Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys,



- change orders, designs or specifications; or
- (b) Giving direction or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection or engineering services.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, 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.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products - completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at 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.
17. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20. "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.

**21. "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.



**DAMAGE TO PROPERTY EXCLUSION  
REVISED**

This endorsement modifies insurance provided under the:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

**A.** Paragraph **B.1.I.** of **Exclusions** in the applicable coverage form is replaced by the following:

**1. Applicable To Business Liability Coverage**

This insurance does not apply to:

**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 seven or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Paragraph **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.

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

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## PERSONAL AND ADVERTISING INJURY COVERAGE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

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

**A.** Paragraph **q.** of Section **B. EXCLUSIONS** is deleted and replaced with the following:

**q. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period, whether or not any publication made prior to the inception of the policy:
  - (a) Violated or infringed upon another's rights; or
  - (b) Was or is actionable;
- (4) Arising out of a criminal act committed by or at the direction of the insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (9) 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 **13. a., b. and c.** of "personal and advertising injury" under Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
- (11) With respect to any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";

- (12) "Bodily injury" arising out of "personal and advertising injury";
- (13) Arising out of an electronic chatroom or bulletin board, blog or any other virtual forum the insured hosts, owns or over which the insured exercises control;
- (14) Arising out of the infringement of copyright, patent, trademark, trade dress, slogan, service mark, trade secret or other intellectual property rights. However this exclusion does not apply if the sole and exclusive basis for the claim is infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Trade dress; or
  - (c) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity;
- (15) 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.

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

**B. Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS** is amended as follows:

The definition of "advertisement" and "personal and advertising injury" are deleted and replaced with:

- 1. "Advertisement" means widespread dissemination of information or images to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes:
  - a. Material placed on the Internet or on similar electronic means of communication about your goods, products or services for the purpose of attracting customers or supporters; 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.

However, "advertisement" does not include any:

- a. Design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
  - b. Display of goods, products or services at your physical place of business or at any other physical location such as in showrooms or at trade shows.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    - a. False arrest, detention or imprisonment;
    - b. Malicious prosecution;
    - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
    - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
    - f. The use of another's advertising idea in your "advertisement"; or
    - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

Damages because of "personal and advertising injury" do not include disgorgement, restitution or any other similar monetary amount based, in whole or in part, on an insured's unlawful gain or profit, alleged or otherwise.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## POLLUTION EXCLUSION - EXPANDED EXCEPTION

This endorsement modifies insurance provided under the:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

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

**A. Section B. Exclusions** is amended as follows:

**1.** Subparagraph **(1)(a) of f. Pollution** is deleted and replaced with the following:

**a.** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

**(i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

**(ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

**(iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire;

**2.** The second paragraph following paragraph **f.(1) Pollution** is deleted and replaced with the following:

Subparagraph **(d)(i)** does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS POLICY  
CONDOMINIUM POLICY

### **SCHEDULE**

<b>Coverage</b>	<b>Additional Premium</b>
-----------------	-------------------------------

**Hired Auto Liability**

**Non-Owned Auto Liability**

**A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

**1. Hired Auto Liability**

The insurance provided under Paragraph **A.1. Business Liability** in the applicable Liability Coverage Form, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

**2. Non-Owned Auto Liability**

The insurance provided under Paragraph **A.1. Business Liability** in Section **II Liability**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

**B.** For insurance provided by this endorsement only:

**1.** The exclusions, under the Paragraph **B.1. Applicable To Business Liability Coverages** in the applicable **Liability Coverage Form**, other than Exclusions **a., b., d., f.** and **i.** and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

**a.** "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 injury.

This exclusion does not apply to:

**(i)** Liability assumed by the insured under an "insured contract"; or



(ii) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured,

2. Paragraph **C. Who Is An Insured in the applicable Liability, Coverage Form** is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following is an insured:

- (1) Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- (2) Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- (4) The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. The following additional definitions apply:

1. "**Auto Business**" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "**Hired Auto**" means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire or borrow from any of your "employees" or members of their households, or from any partner or "executive officer" of yours.
3. "**Non-Owned Auto**" means any "auto" you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS POLICY

**SCHEDULE\***

**Premises:**

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

The following is added to the Apartment Owners Liability Coverage Form:

This insurance applies only to "bodily injury," "property damage," "personal and advertising injury" and medical expenses arising out of the ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises.



### EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the:

APARTMENT OWNERS PROPERTY COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
CONDOMINIUM PROPERTY COVERAGE FORM

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under Section **A. Coverage** in all forms and endorsements that comprise this policy, except as provided in Paragraph **C.** This includes but is not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- C.** However, the exclusion in Paragraph **B.** does not apply to the following:
  - 1.** Loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage may be addressed in a separate exclusion in this policy;
  - 2.** Coverage otherwise provided under Food Borne Illness Business Interruption Coverage **E3032** (if that endorsement is attached to this policy);
  - 3.** Coverage otherwise provided under the Restaurant Food Contamination Shutdown Coverage **E3419** (if that endorsement is attached to this policy); or
  - 4.** Coverage otherwise provided under the Limited Biohazardous Substance Coverage **J7133** (if that endorsement is attached to this policy).
- D.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- E.** If the following provisions are part of this policy, they are hereby amended to remove reference to bacteria:
  - 1.** Exclusion of "Fungi", Wet Rot, Dry Rot And Bacteria; and
  - 2.** Additional Coverage - Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- F.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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1st Edition

## TEXAS LOSS PAYMENT CONDITION - PROFIT AND OVERHEAD

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
APARTMENT OWNERS PROPERTY COVERAGE FORM  
CONDOMINIUM PROPERTY COVERAGE FORM

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

Paragraph **6.d.** of Sub-section **E. Property Loss Conditions** of Section **I - PROPERTY** of the Businessowners Coverage Form, Paragraph **6.d.** of Section **E. Property Loss Conditions** of the Businessowners Special Property Coverage Form and the Apartment Owners Property Coverage Form, and Paragraph **5.d.** of Section **E. Property Loss Conditions** of Condominium Property Coverage Form is amended as follows:

Sub-paragraph **(1)** is amended to add the following:

- (f)** We will not pay for the increased fee, charge or cost attributable to a general contractor's profit and overhead or other similar fees or charges on a replacement cost basis, unless you have incurred them and they are reasonable.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## LIMITED COVERAGE FOR FUNGI, WET ROT, DRY ROT AND BACTERIA

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS PROPERTY COVERAGE FORM  
CONDOMINIUM PROPERTY COVERAGE FORM

A. The following is added under **B.1. EXCLUSIONS** in the applicable PROPERTY COVERAGE FORM:

**h. "Fungi", Wet Rot, Dry Rot And Bacteria**

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

But if "fungi", 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 "fungi", 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 "Fungi", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

B. Item **B.1.f. Water, Mudslide or Mudflow** under **B.1. EXCLUSIONS** in the applicable PROPERTY COVERAGE FORM is amended as follows:

a. The following item is added to paragraph **B.1.f.(2)**:

(f) "Fungi", wet or dry rot or bacteria that results from fire or lightning.

b. The following is added as paragraph **B.1.f.(3)**:

This exclusion does not apply to the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria, if any, with respect to loss or damage by a cause of loss other than fire or lightning.

C. Paragraph **B.2.j.(2)** under **B.2. EXCLUSIONS** in the applicable PROPERTY COVERAGE FORM is replaced by the following:

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

D. The following is added under **B.2.j.** in the applicable PROPERTY COVERAGE FORM:

(8) Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

E. Paragraph **A.5.k.(6)** of the Additional **Ordinance Or Law Coverage** in the APARTMENT OWNERS PROPERTY COVERAGE FORM and paragraph **A.5.i.(6)** of the Additional **Ordinance Or Law Coverage** in the CONDOMINIUM PROPERTY COVERAGE FORM is replaced by the following:

(6) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or

- (b) Any costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

F. The following is added as item **n.** in the CONDOMINIUM PROPERTY COVERAGE FORM and item **p.** in the APARTMENT OWNERS PROPERTY COVERAGE FORM under Section A.5. **Additional Coverages:**

**Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria**

If "fungi", wet or dry rot or bacteria results from a "specified cause of loss" (other than fire or lightning) that occurs during the policy period, and if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- (1) We will pay for loss or damage by "fungi", 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 "fungi", wet or dry rot or bacteria, including the cost of removal of the "fungi", 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 "fungi", 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 it is reasonable to believe that "fungi", wet or dry rot or bacteria are present.
- (2) The most we will pay under this Limited Coverage for the sum of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in each 12 month period (beginning with the effective date of this policy), is \$15,000. The \$15,000 aggregate limit is subject to and not in addition to the applicable Limit of Insurance on the affected property and is applied regardless of the number of premises involved in such occurrence(s).
- (3) We will not pay more than the total of \$15,000 under this Limited Coverage even if the "fungi", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
- (4) Payments under this Limited Coverage are subject to and not in addition to the applicable Limit of Insurance on any Covered Property.
- (5) If there is covered loss or damage to Covered Property, not caused by "fungi", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", 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.
- (6) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverages 5.d. **Collapse** or 5.e. **Water Damage, Other Liquids, Powder or Molten Material Damage**.
- (7) This Limited Coverage applies if a Limit of Insurance is shown in the Declarations for Building or Personal Property.
- (8) The following applies only if Business Income and 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 "fungi", 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 "fungi", wet or dry rot or bacteria, we will pay for the actual loss of business income and extra expense you sustain. However, we will only pay for loss of business income and extra expense sustained in a period of not more than 30 days. The days need not be consecutive.

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

(9) The following applies to Association Fees and Extra Expense coverage:

(a) If the loss which resulted in "fungi", wet or dry rot or bacteria does not in itself render a unit uninhabitable, but such unit is uninhabitable due to loss or damage to property caused by "fungi", wet or dry rot or bacteria, then our payment under the Association Fees and Extra Expense coverage is limited to the amount of lost fees and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(b) If loss or damage other than "fungi" wet or dry rot or bacteria renders a unit uninhabitable, but remediation of "fungi", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss of Association Fees and/or Extra Expense you sustain during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

G. Section H. **PROPERTY DEFINITIONS** of the applicable **PROPERTY COVERAGE FORM** is revised as follows:

1. The following definition is added:

9. "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.

2. The first two paragraphs of Item 6. "**Specified Causes of Loss**" are replaced by the following:

6. "**Specified Causes of Loss**" means the following:

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

3. The following subparagraph is added to item 6. "**Specified Causes of Loss**":

c. **Water damage** means sudden and accidental discharge or leakage of water or steam as a 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS CHANGES CONDITIONS REQUIRING NOTICE**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

With regard to "bodily injury" or "property damage" liability, unless we are prejudiced by the failure to comply with the requirement, any provision of this policy requiring you or any insured to give notice of occurrence, claim or suit, or forward demands, notices, summonses or legal papers in connection with a claim or suit, will not bar liability under this policy.





**TEXAS CHANGES**

This endorsement modifies insurance provided under the following:

CONDOMINIUM OWNERS POLICY

**A.** The CONDOMINIUM PROPERTY COVERAGE FORM is amended as follows:

**1.** Section **B. Exclusions** is amended as follows:

**a.** Paragraph **B.2.j.(4)** is replaced by the following:

**(4)** Settling, cracking, shrinking, expansion or contraction;

**b.** The following is added to Paragraph **B.2.j., Other Types Of Loss:**

**(8)** Release, discharge or dispersal of contaminants or pollutants.

**c.** Paragraph **B.1.g. Asbestos** does not apply.

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

**2. Appraisal**

**a.** 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 and notify the other of the appraiser selected within 20 days of such demand. The two appraisers will select an umpire. If they cannot agree within 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. Each appraiser 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 as to the amount of loss.

Each party will:

**(1)** Pay its chosen appraiser; and

**(2)** Bear the other expenses of the appraisal and umpire equally.

**b.** If there is an appraisal:

**(1)** You will retain your right to bring a legal action against us, subject to the provisions of Paragraph **E.4. Legal Action Against Us**; and

**(2)** We will still retain our right to deny the claim.

**3.** The provision requiring a signed, sworn proof of loss in Paragraph **E.3. Duties In The Event Of Loss Or Damage** Property Loss Condition is replaced by the following:

**(7)** Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 91 days after our request. We will supply you with the necessary forms.

**4.** Paragraph **E.4. Legal Action Against Us** Property Loss Condition is replaced by the following, except as provided in **7.** below:

**4. Legal Action Against Us**

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

**a.** There has been full compliance with all of the terms of this insurance, and

**b.** The action is brought within two years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.

This Paragraph **4.** does not apply to Paragraph **E.4. Legal Action Against Us** Liability And Medical Expenses General Condition in the CONDOMINIUM LIABILITY COVERAGE FORM.

5. Paragraph **E.5. Loss Payment** Property Loss Condition is amended as follows:

a. Paragraph **E.5.d.(1)(b)** is replaced by the following:

(b) If, at the time of the loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:

(i) The actual cash value of the lost or damaged property; or

(ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the full replacement cost of the property immediately before the loss.

b. The following is added:

**Section 862.053. Policy A Liquidated Demand**

A fire insurance policy, in case of total loss by fire of property insured, shall be held and considered to be a liquidated demand against the company for the full amount of such policy. The provisions of this Article shall not apply to personal property.

c. Under Paragraph **E.5. Loss Payment**, the provisions pertaining to notice of our intentions and the time period for payment of claims are replaced by the following:

**(1) Claims Handling**

(a) Within 15 days after we receive written notice of claim, we will:

(i) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;

(ii) Begin any investigation of the claim; and

(iii) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

(b) We will notify you in writing as to whether:

(i) The claim or part of the claim will be paid;

(ii) The claim or part of the claim has been denied, and inform you of the reasons for denial;

(iii) More information is necessary; or

(iv) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **(b)(i)** through **(b)(iv)** above within:

(i) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or

(ii) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

(2) We will pay for covered loss or damage within five business days after:

(a) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or

(b) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any terms of this policy, we will make payment within five business days after the date you have complied with such terms.

### **(3) Catastrophe Claims**

If a claim results from a weather-related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in **c.(1)** and **c.(2)** above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather-related event which:

- (a)** Is declared a disaster under the Texas Disaster Act of 1975; or
- (b)** Is determined to be a catastrophe by the Texas Department of Insurance.

**(4)** The term "business day", as used in the **Loss Payment** Property Loss Condition, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

## **6. The following is added to Paragraph F. Property General Conditions:**

### **5. Loss to Real Property**

The amount of insurance applicable to loss to real property by fire will be reduced by the amount of such loss. As repairs are made, the amount reduced will be reinstated to the extent of the value of the repairs. The reinstatement will not increase the specified Limits of Insurance.

No other loss insured against in CONDOMINIUM PROPERTY COVERAGE FORM will reduce the specified Limits of Insurance.

## **7. Paragraphs F.2.d. and F.2.f. of Mortgageholders Property General Condition are replaced by the following:**

**d.** If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1)** Pays any premium due under this policy at our request if you have failed to do so;
- (2)** Submits a signed, sworn proof of loss within 91 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.

**f.** If this policy is cancelled, we will give the mortgageholder named in the Declarations written notice of cancellation.

If we cancel this policy, we will notify the mortgageholder at least:

- (1)** 14 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.

If you cancel the policy, we will give the mortgageholder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the tenth day after the date we mail the notice.

## **8. Paragraph G.5.j. of Employee Dishonesty Optional Coverage, is replaced by the following:**

**j.** With respect to coverage provided under this Optional Coverage, employee means:

- (1)** Any natural person:
  - (a)** While in your service or 30 days after termination of service;
  - (b)** Who you compensate directly by salary, wages or commission; and
  - (c)** Who you have the right to direct and control while performing services for you;

- (2) Any natural person who is furnished temporarily to you:
  - (a) To substitute for a permanent employee as defined in Paragraph (1) above, who is on leave; or
  - (b) To meet seasonal or short-term workload conditions; or
- (3) Any natural person who is leased to you under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above.

But employee does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - (2) Any director or trustee except while performing acts coming within the usual duties of an employee;
- unless scheduled in the Declarations.

9. Section **H. Property Definitions** is amended as follows:

Paragraph **3.b.** is replaced by the following:

**b.** Ends on the earlier of:

- (1) The date when the property at the described premises should be repaired, rebuild 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 regulates the construction, use or repair, or requires the tearing down of any property.

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

**B.** The CONDOMINIUM LIABILITY COVERAGE FORM is amended as follows:

- 1. Paragraph **B.1.g. Asbestos** Exclusion is deleted in its entirety.
- 2. The following is added to Paragraph **2.** under **E. Duties In The Event Of Occurrence, Offense, Claim or Suit** Liability And Medical Expenses General Condition and similar conditions in any endorsement attached to this policy:

We will notify the first Named Insured in writing of:

- (1) An initial offer to settle a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the tenth day after the date on which the offer is made.
- (2) Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

3. The following provision applies:

With regard to liability for "bodily injury", "property damage" and "personal and advertising injury", unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this policy requiring you or any insured to give notice of such "occurrence", claim or "suit" or forward demands, notices, summonses or legal papers in connection with a claim or "suit", will bar coverage under this policy.

**C.** The CONDOMINIUM COMMON POLICY CONDITIONS is amended as follows:

- 1. Paragraph **2.** under **A. Cancellation** is replaced by the following:
- 2. We may cancel this policy:
  - a. By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 30 days before the effective date of cancellation.

- b.** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 Tex. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
  - (1)** If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official; or
  - (2)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
    - (a)** Fraud in obtaining coverage;
    - (b)** Failure to pay premiums when due;
    - (c)** An increase in hazard within the control of the insured which would produce an increase in rate;
    - (d)** Loss of our reinsurance covering all or part of the risk covered by the policy; or
    - (e)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- c.** For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
  - (1)** If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.
  - (2)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy only for the following reasons:
    - (a)** If the first Named Insured does not pay the premium or any portion of the premium when due;
    - (b)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
    - (c)** If the Named Insured submits a fraudulent claim; or
    - (d)** If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

**2.** The following paragraph is added and supersedes any provision to the contrary:

**M. Nonrenewal**

- 1.** We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
- 2.** If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
- 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- 4.** The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

**3.** Paragraph **3.** under **I. Premiums** does not apply.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## DEDUCTIBLE PROVISIONS

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS PROPERTY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
CONDOMINIUM PROPERTY COVERAGE FORM

The Deductible provisions in the applicable coverage form are amended as follows.

Section **D. Deductibles** in the applicable Property Coverage Form, and Paragraph **D. Deductibles** in **SECTION I - PROPERTY** of the Businessowners Coverage Form is deleted and replaced by the following:

### **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. If more than one Deductible applies in any one occurrence we will apply each Deductible separately per location. But the total of all Deductible amounts applied in that occurrence will not exceed the highest applicable Deductible per location.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## CONDOMINIUM PREMIER PACKAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### CONDOMINIUM PROPERTY COVERAGE FORM

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

**A.** The following is added as paragraph c. under **A.1. COVERED PROPERTY:**

c. Specified Property owned by you or indivisibly by all unit-owners, consisting of the following:

- (1) Athletic courts;
- (2) Bulkheads, docks, piers and wharves;
- (3) Community roads and driveways;
- (4) Fences;
- (5) Flagpoles;
- (6) Fountains;
- (7) Lights;
- (8) Monuments;
- (9) Planters;
- (10) Playgrounds;
- (11) Poles;
- (12) Pools and spas;
- (13) Storage units;
- (14) Walkways; and
- (15) Walls, including retaining walls.

However, Specified Property does not include personal property, owned by you or indivisibly by all unit-owners, located inside a building.

**B.** Section **A.2. PROPERTY NOT COVERED** is amended as follows:

Paragraph 2.f. is deleted and replaced by the following:

f. Fences, walls, walks, driveways and pools, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except provided in:

- (1) Paragraph **A.1.c.** Specified Property;
- (2) Paragraph **A.6.d.** Outdoor Property; or
- (3) Paragraph **G.2.** Outdoor Signs.

C. Section A.5. ADDITIONAL COVERAGES is amended as follows:

1. Paragraph 5.c. **Fire Department Service Charge** is deleted and replaced by the following:

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000, for your liability for fire department service charges:

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

2. Paragraph 5.f. **Pollutant Clean Up and Removal** is deleted and replaced by the following:

**f. 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 \$50,000 for the sum of all such expenses arising out of Covered Causes of loss occurring during each separate 12 month period of this policy.

3. Paragraph 5.i. **Ordinance Or Law Coverage** is deleted and replaced by the following:

**i. Ordinance Or Law Coverage**

**(1) Coverage 1 - Coverage for Loss to the Undamaged Portion of the Building or Structure**

If a Covered Cause of Loss occurs to covered building or structure property, we will pay under **Coverage 1** for the loss in value of the undamaged portion of the building or structure as a consequence of the 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 structures, or establishes zoning or land use requirements at the described premises; and
- (c) Is in force at the time of loss.

However:

We will not pay for the Increased Cost of Construction:

- (a) Until the property is actually repaired or replaced, at the same or another premises; and
- (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.

We may extend this period in writing during the two years.



If the building or structure is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.

If the ordinance or law requires relocation to another premises, the most we will pay for Increased Cost of Construction is the increased cost of construction at the new premises.

**Coverage 1** is included within the Limit of Insurance shown in the Declarations as applicable to the covered Building or structure property. **Coverage 1** does not increase the Limit of Insurance.

(2) **Coverage 2 - Demolition Cost Coverage**

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

(3) **Coverage 3 - Increased Cost of Construction Coverage**

If a Covered Cause of Loss occurs to the covered building or structure property, we will pay for the increased cost to:

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

when the increased cost is a consequence of the enforcement of a building, zoning or land use ordinance or law.

However:

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

(4) This Additional Coverage applies only to building or structure property insured on a replacement cost basis.

(5) Paragraph E.6.d. of the Property Loss Conditions does not apply to the Demolition Cost Coverage or the Increased Cost of Construction Coverage.

(6) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

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

(7) Under this Additional Coverage, we will not pay any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

- (8) The most we will pay under this Additional Coverage, for all covered loss arising out of the same occurrence is \$250,000 for Coverage 2 and Coverage 3 unless a higher limit is shown on the Declarations for Ordinance or Law Coverage. These Additional Coverage limits apply in addition to the Building Limit of Insurance.
- (9) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (10) The costs addressed in the Loss Payment Property Loss Condition in this Coverage Form do not include the increased cost attributable to the enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in I.(7) of this Additional Coverage, is not subject to such limitation.

4. Paragraph 5.m. **Fire Extinguisher Recharge** is deleted and replaced by the following:

**m. Fire Extinguisher Recharge**

We will pay up to \$5,000 per occurrence for the necessary costs to recharge or replace (whichever is less) fire extinguishers or fire suppression systems owned by the insured that are accidentally discharged or discharged as a result of extinguishing a covered fire which occurs at a location shown in the Declarations.

5. The following Additional Coverage item is added:

**n. Extended Building Replacement Cost**

- (1) We will pay up to 150% of the Limits of Insurance shown on the Declarations to repair or replace covered buildings damaged by a covered loss, if:
  - (a) Buildings, including garages and carports, are insured at policy inception to 100% of their replacement cost; and
  - (b) You accept each annual adjustment in building coverage limits to maintain proper insurance to value, and pay the corresponding premium when due, if this policy is a renewal of a prior policy; and
  - (c) You notify us within 90 days of the start of any physical changes which increase the value of the insured buildings by \$25,000 or more, and pay any additional premium due. This includes any new structures covered under this Additional Coverage and any additions to or remodeling of the buildings.
- (2) This Additional Coverage does not apply to:
  - (a) Specified Property, Outdoor Signs or any other appurtenant structures. However, this exclusion does not apply to garages or carports.
  - (b) Any property listed in **A.2. PROPERTY NOT COVERED** of the CONDOMINIUM PROPERTY COVERAGE FORM, regardless of any endorsement or declaration page entry which extends coverage to such property.
  - (c) Building upgrades as required by the enforcement of any ordinance or law regulating the use, construction, repair or demolition of the building, including debris removal.
  - (d) Damage caused by earthquake, even if earthquake is otherwise covered under this policy.

- (3) Loss settlement under this Additional Coverage will not exceed the least of the following amounts:
  - (a) The replacement cost of the damaged part of the building for equivalent construction and use on the same premises.
  - (b) The amount necessarily spent to repair or replace such property intended for the same occupancy and use.
  - (c) The lesser of Actual Cash Value or the Building limit shown on the Declarations if the buildings are not repaired or replaced.
  - (d) 150% of the Building limit shown on the Declarations.

D. Section A.6. **COVERAGE EXTENSIONS** is amended as follows:

Paragraph 6.d. **Outdoor Property** is deleted and replaced by the following:

**d. Outdoor Property**

You may extend the insurance provided by this policy to apply to your radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

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

The most we will pay for loss or damage under this Extension is the Limit of Insurance shown in the Declarations for Outdoor Property, but not more than \$25,000 for any one tree, shrub or plant.

This Coverage Extension for Outdoor Property applies as described above, regardless of any other condition described elsewhere in this policy that:

- (1) Excludes coverage for damage caused by or resulting from Wind or Hail; or
- (2) Provide a specific deductible for loss or damage caused by or resulting from Wind or Hail.

E. Section G. **OPTIONAL COVERAGES** is amended as follows:

1. Paragraph 1. **Specified Property** is deleted.

2. Paragraph 2.d. **Outdoor Signs** is deleted and replaced by the following:

- d. The most we will pay for loss or damage to Outdoor Signs in any one occurrence is \$50,000, unless a higher limit is shown in the Declarations, but not more than \$25,000 per sign.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## BACK UP OF SEWERS AND OVERFLOW OF DRAINS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### CONDOMINIUM PROPERTY COVERAGE FORM

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

The following item is added to **A.5. Additional Coverages** of the Condominium Property Coverage Form:

#### **n. Back Up of Sewers or Drains**

- (1) We will pay up to the Limit of Insurance Per Occurrence shown on the Declarations for Back Up of Sewers and Overflow of Drains for loss or damage to Covered Property caused by water that:
  - (a) Backs up from a sewer or drain away from your premises; or
  - (b) Overflows from an appliance, drain or plumbing fixture on the premises but only if the overflow is sudden and accidental, where you have exercised proper care and maintenance, and it is not the result of a continuous or repeated seepage or leakage that occurred over time; or
  - (c) Enters into and overflows from a sump pump or sump pump well or any other system designed to remove subsurface water from a foundation area.

One or more incidents occurring within a 72 hour period is considered one occurrence.

- (2) Subject to the applicable Limit of Insurance shown on the Declarations for Back Up of Sewers and Overflow of Drains and other provisions of this endorsement, paragraph 1.f. (1)(a) in **B. EXCLUSIONS** is deleted.
- (3) The deductible applicable to and shown on the Declarations for Building and/or Business Personal Property applies to each loss under this endorsement. However, if a separate Water Damage Deductible is shown on the Declarations, the Water Damage Deductible applies to each loss under this endorsement.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
APARTMENT OWNERS PROPERTY COVERAGE FORM  
CONDOMINIUM PROPERTY COVERAGE FORM

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

When this endorsement is made part of a BUSINESSOWNERS POLICY, the optional coverage for Mechanical Breakdown in the Businessowners Special Property Coverage Form and the Businessowners Coverage Form is deleted in its entirety.

The following is added to **5. Additional Coverages** under Section **A. Coverage** in the applicable Property Coverage Form:

### Equipment Breakdown Coverage

We will pay for direct damage to Covered Property caused by or resulting from Breakdown to Covered Equipment owned by you, or in your care, custody or control, and for which you are legally liable and located at the described premises. The provisions of:

1. Paragraphs **f. Business Income** and **g. Extra Expense** under Section **A.5. Additional Coverages** in the Businessowners Special Property Coverage Form and **Section I - Property** of the Businessowners Coverage Form;
2. Paragraphs **e. Business Income** and **f. Extra Expense** under Section **A.5. Additional Coverages** in the Apartment Owners Property Coverage Form; and
3. Paragraph **e. Association Fees and Extra Expense** in the Condominium Owners Property Coverage Form

apply as a consequence of covered direct damage to Covered Property if Business Income and Extra Expense or Association Fees and Extra Expense are covered in this policy.

### 1. Covered Equipment

- a. Covered Equipment means and includes any of the following:
  - (1) Equipment built to operate under internal pressure or vacuum other than weight of contents; and
  - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy.
- b. Covered Equipment does not mean or include any of the following:
  - (1) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
  - (2) Insulating or refractory material, but not excluding the glass lining of any Covered Equipment;
  - (3) Non-metallic pressure or vacuum equipment unless it is constructed and used in accordance with the American Society of Mechanical Engineers (ASME) code or another appropriate and approved code;
  - (4) Catalyst;
  - (5) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

- (6) Structure, foundation, cabinet or compartment supporting or containing the Covered Equipment or part of the Covered Equipment including penstock, draft tube, well casing, or water piping other than boiler feed water piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (7) Vehicle, aircraft, self-propelled equipment or floating vessel including any Covered Equipment that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;
- (8) Dragline, excavation or construction equipment including any Covered Equipment that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;
- (9) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
- (10) Computer Equipment, meaning:
  - (a) Programmable electronic equipment that is used to store, retrieve and process data (unless used to control covered equipment); and
  - (b) Associated peripheral equipment that communicates with the equipment described in (a) above, including input and output functions such as printing and auxiliary functions such as data transmission.
- (11) Media, meaning electronic data processing or storage media such as films, tapes, discs, drums or cells;
- (12) Electronic Data, meaning:
  - (a) Programmed and recorded material stored on media, as described in b.(11) above; and
  - (b) Programming records used for electronic data processing, or electronically controlled equipment; or
- (13) Equipment or any part of such equipment manufactured by you for sale or lease.

## 2. Breakdown

- a. Breakdown means direct physical loss that causes damage to Covered Equipment and necessitates its repair or replacement as follows:
  - (1) Failure of pressure or vacuum equipment;
  - (2) Mechanical failure including rupture or bursting caused by centrifugal force; or
  - (3) Artificially generated electrical failure including arcing that disturbs electrical devices, equipment, appliances or wires.
- b. Breakdown does not mean or include:
  - (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
  - (2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
  - (3) Damage to any vacuum tube, gas tube or brush;
  - (4) Damage to any structure or foundation supporting the Covered Equipment or any of its parts; or
  - (5) The cracking of any part of an internal combustion gas turbine exposed to the products of combustion.

If an initial Breakdown causes other Breakdowns, all will be considered One Breakdown. All Breakdowns at any one described premises that manifest themselves at the same time and are the direct result of the same cause will be considered One Breakdown.

3. This Additional Coverage will not increase the Limits of Insurance provided in this policy.

#### 4. Extensions

The following Extensions also apply to loss caused by or resulting from Breakdown to Covered Equipment owned by you, or in your care, custody or control, and for which you are legally liable and located at the described premises.

The most we will pay for any of the following Extensions is \$25,000 unless another Limit of Insurance is shown in the Declarations for such Extensions. Unless Business Income and Extra Expense or Association Fees and Extra Expense are excluded from the policy, this includes loss of business income and/or necessary extra expense or association fees and extra expense you may incur as a consequence of the following Extensions. The Limits of Insurance applicable to these Extensions will not increase the Limits Of Insurance provided in this policy.

##### a. 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 replacement of the damaged property.

##### b. Ammonia Contamination

The spoilage to Covered Property contaminated by ammonia, including any salvage expense.

##### c. Hazardous Substance

We will pay for any additional expenses incurred by you for the clean up, repair or replacement or disposal of Covered Property that is damaged, contaminated, or polluted by a Hazardous Substance.

As used here, additional expenses means the additional cost incurred over and above the amount that we would have paid had no Hazardous Substance been involved with the loss.

Hazardous Substance means any substance other than ammonia that has been declared hazardous to health by a governmental agency. Ammonia is not considered to be a Hazardous Substance as respects this Additional Coverage.

##### d. Water Damage

The damage to Covered Property by water, including any salvage expenses, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

##### e. Drying Out Coverage

If electrical Covered Equipment requires drying out as a result of a flood, we will pay for the direct expenses of such drying out.

##### f. Valuation

(1) If you elect or we require that the repair or replacement of the damaged Covered Equipment be done in a manner that:

- (a) Improves the environment;
- (b) Increases efficiency; or
- (c) Enhances safety;

while maintaining the existing function, then we will pay, subject to the limit of insurance, up to an additional 25% of the property damage amount for the Covered Equipment otherwise recoverable.

(2) If:

- (a) Any damaged Covered Equipment is protected by an extended warranty, or maintenance or service contract; and
- (b) That warranty or contract becomes void or unusable due to a Breakdown;

we will reimburse you for the unused costs of non-refundable, non-transferable warranties or contracts.

## 5. Conditions

The following conditions apply to this Additional Coverage:

### a. 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 a Breakdown to that Covered Equipment by delivering or mailing written notice of suspension to:

- (1) Your last known address; or
- (2) 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. But the suspension will be effective even if we have not yet made or offered a refund.

### b. Salvage

Any salvage value of property obtained for temporary repairs or use following a Breakdown which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

## 6. Exclusions

a. The following limitations and exclusions in **A.4 Limitations** and **B. Exclusions** in the Businessowners Special Property Coverage Form do not apply to the extent that coverage is provided in this Additional Coverage:

- (1) Limitation **A.4.a.(1)** Steam Equipment;
- (2) Limitation **A.4.a.(2)** Water Heating Equipment;
- (3) Exclusion **B.2.a.** Electrical Apparatus;
- (4) Exclusion **B.2.d.** Steam Apparatus; and
- (5) Exclusion **B.2.k.(6)** Mechanical Breakdown.

With respect to this Additional Coverage, the last paragraph of Exclusion **B.2.k. Other Types of Loss** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **B.2.k.(1)** through **B.2.k.(7)** results in a Breakdown, we will pay for the loss or damage caused by that Breakdown.

b. The following limitations and exclusions in **A.4. Limitations** and **B. Exclusions** under **Section I - Property** in the Businessowners Coverage Form do not apply to the extent that coverage is provided in this Additional Coverage:

- (1) Limitation **A.4.a.(1)** Steam Equipment;
- (2) Limitation **A.4.a.(2)** Water Heating Equipment;
- (3) Exclusion **B.2.a.** Electrical Apparatus;
- (4) Exclusion **B.2.d.** Steam Apparatus; and
- (5) Exclusion **B.2.I.(6)** Mechanical Breakdown.



With respect to this Additional Coverage, the last paragraph of Exclusion **B.2.i. Other Types of Loss** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **B.2.i.(1)** through **B.2.i.(7)** results in a Breakdown, we will pay for the loss or damage caused by that Breakdown.

- c. The following limitations and exclusions in **A.4. Limitations** and **B. Exclusions** in the Apartment Owners Property Coverage Form or the Condominium Property Coverage Form do not apply to the extent that coverage is provided in this Additional Coverage:

- (1) Limitation **A.4.a.(1)** Steam Equipment;
- (2) Limitation **A.4.a.(2)** Water Heating Equipment;
- (3) Exclusion **B.2.a.** Electrical Apparatus;
- (4) Exclusion **B.2.d.** Steam Apparatus; and
- (5) Exclusion **B.2.j.(6)** Mechanical Breakdown.

With respect to this Additional Coverage, the last paragraph of Exclusion **B.2.j. Other Types of Loss** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **B.2.j.(1)** through **B.2.j.(7)** results in a Breakdown, we will pay for the loss or damage caused by that Breakdown.

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

- (1) Damage to Covered Equipment undergoing a pressure or electrical test.
- (2) Depletion, deterioration, corrosion, erosion, rust or wear and tear. However, if a Breakdown occurs we will pay the resulting loss or damage.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

# CONDOMINIUM 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 for, within 30 days of initial payment of loss.
    - (3) The building has:
      - (a) An outstanding order to vacate;
      - (b) An outstanding demolition order; or
      - (c) Been declared unsafe by governmental authority.
    - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
    - (5) Failure to:
      - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
      - (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
  - b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
  - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. No Act or omission by any unit-owner will void the policy or be a condition to recovery under this policy. But this does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

## **B. Changes**

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

## **C. Concealment, Misrepresentation Or Fraud**

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

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

## **D. Examination Of Your Books And Records**

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

## **E. Inspections And Surveys**

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. Other Insurance

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
2. Business Liability Coverage is excess over any other insurance that insures for direct physical loss or damage.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

## I. Premiums

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
  - a. Paid to us prior to the anniversary date; and
  - b. Determined in accordance with Paragraph 2. above.

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

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

## J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. 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.

## K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Condominium Property Coverage:

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

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:

- (a) Owned or controlled by you; or
- (b) That owns or controls you; or
- (3) Your tenant.

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

This will not restrict your insurance.

## 2. Applicable to Condominium Liability Coverage:

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

We waive our rights to recover payment against:

- a. Any unit owner, including the developer, and members of his or her household;
- b. The Association; and
- c. Members of the Board of Directors for acts or omissions within the scope of their duties for you.

But, we reserve our rights to recover damages from the developer for which he or she may be held liable in his or her capacity as a developer.

## L. Transfer Of Your Rights And Duties Under This Policy

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

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

# Additional Conditions



Applicable only if this policy is issued by the Truck Insurance Exchange or the Farmers Insurance Exchange:

**RECIPROCAL PROVISIONS - SPECIAL DEFINITIONS AND PROVISIONS - PLAN OF OPERATION.** Wherever the words "Policy," "Insured," "Company," "Premium," and "President" occur herein they shall be taken and construed to mean "Contract," "Subscriber," "Reciprocal or Inter-Insurance Exchange," "Deposit" and "Attorney-in-Fact," respectively.

This policy is issued as an Inter-Insurance Exchange, by the Truck Underwriters Association or the Farmers Underwriters Association as Attorney-in-Fact for the Truck Insurance Exchange or the Farmers Insurance Exchange in accordance with the powers vested in it by an agreement executed by the subscribers.

**NO CONTINGENT LIABILITY.** No policyholder in this Exchange incurs any liability other than Deposit Premium or Premium Paid, the Exchange having a free surplus in the amount defined by Article 19.03 of the Texas Insurance Code of 1951, as amended, and in accordance with the Exchange's Articles of Agreement.

**PARTICIPATION.** The insured is by virtue of this policy a member of the Exchange, subject to the Articles of Agreements reference to which is had and shall be entitled to such unabsorbed premium or dividend as may be declared by the advisory committee, subject however, to approval in accordance with the provisions of the Texas Insurance Code of 1951, as amended.

Applicable only if this policy is issued by the Mid-Century Insurance Company:

**DIVIDEND PROVISION - PARTICIPATING COMPANIES.** The named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined by its Board of Directors from time to time after approval in accordance with the provisions of the Texas Insurance Code of 1951, as amended.

**THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS,** together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Insured unless so written or attached.

This Policy shall not be effective unless countersigned on the Declarations Page by a duly authorized representative of the Company named on the Declarations Page.

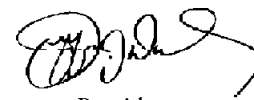
The Company named on the Declarations has caused this policy to be signed by the officers shown below.

**FARMERS INSURANCE EXCHANGE**  
By Farmers Underwriters Association,  
Attorney-in-Fact

**MID-CENTURY INSURANCE COMPANY**

**TRUCK INSURANCE EXCHANGE**  
By Truck Underwriters  
Association,  
Attorney-in-Fact

  
Secretary

  
President

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

The following provisions are added to the applicable Liability Coverage Form :

**A. Exclusion j. under Paragraph B.1. Exclusions Applicable To Business Liability Coverage** is replaced by the following:

**1. Applicable To Business Liability Coverage**

This insurance does not apply to:

**j. War**

"Bodily injury", "property damage", "personal injury", "advertising injury" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (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.

**B. Exclusion h. under Paragraph B.2. Exclusions Applicable To Medical Expenses Coverage** does not apply. Medical Expenses due to war are now subject to Exclusion g. of Paragraph B.2. since "bodily injury" arising out of war is now excluded under Paragraph B.1., **Exclusions Applicable To Business Liability Coverage.**



**DISHONESTY EXCLUSION - TENANT VANDALISM EXCEPTION**

This endorsement modifies insurance provided under the:

APARTMENT OWNERS PROPERTY COVERAGE FORM  
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
CONDOMINIUM PROPERTY COVERAGE FORM

1. Paragraph **2.e. Dishonesty** of Section **B. Exclusions** in the Apartment Owners Property Coverage Form and the Condominium Property Coverage Form is deleted and replaced with the following:

**e. Dishonesty**

(1) Dishonest or criminal acts 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:

- (a) Acting alone or in collusion with others; and
- (b) Whether or not occurring during the hours of employment.

(2) This exclusion does not apply to:

- (a) Acts of destruction, including vandalism by your employees; but theft by employees is not covered;
- (b) Acts of destruction, including vandalism, or theft by a tenant who rents or leases a unit directly from you; or
- (c) Carriers for hire with respect to accounts receivable and "valuable papers and records".

2. Paragraph **2.f. Dishonesty** of Section **B. Exclusions** in the Businessowners Special Property Coverage Form is deleted and replaced with the following:

**f. Dishonesty**

(1) Dishonest or criminal acts 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:

- (a) Acting alone or in collusion with others; and
- (b) Whether or not occurring during the hours of employment.

(2) This exclusion does not apply to:

- (a) Acts of destruction, including vandalism by your employees; but theft by employees is not covered;
- (b) Acts of destruction, including vandalism, or theft by your tenants; or
- (c) Carriers for hire with respect to accounts receivable and "valuable papers and records".

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.





**LIMITED BIOHAZARDOUS SUBSTANCE COVERAGE**

This endorsement modifies insurance provided under the:

- APARTMENT OWNERS PROPERTY COVERAGE FORM
- BUSINESSOWNERS COVERAGE FORM
- BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM
- CONDOMINIUM PROPERTY COVERAGE FORM

**SCHEDULE**

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

**A.** The following is added under Section **A.5. Additional Coverages** in the applicable Property Coverage Form:

**Limited Biohazardous Substance Coverage**

If a "biohazardous substance" resulting from the death of a tenant or guest causes direct physical damage to covered property, and if all reasonable means were used to save and preserve the property from further damage upon discovery of human remains:

1. We will pay for loss of or damage by a "biohazardous substance". As used in this Limited Coverage, the term loss or damage means:
  - a. Direct physical loss or damage to Covered Property at the described premises caused by or resulting from a "biohazardous substance" including the cost of the removal of human remains and any resulting "biohazardous substance";
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "biohazardous substance"; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided it is reasonable to believe that a "biohazardous substance" is present.
2. The most we will pay under this Limited Coverage for the sum of all loss or damage arising resulting from the death of a tenant or guest is \$10,000 per occurrence subject to an aggregate limit of \$20,000 per policy year, unless another Limit of Insurance is shown on the Declarations. These limits are subject to, and not in addition to the applicable Limit of Insurance on the affected property. Payments under this Limited Coverage are subject to and not in addition to the applicable Limit of Insurance on any Covered Property.
3. If there is covered loss or damage to Covered Property not caused by a "biohazardous substance" loss payment will not be limited by the terms of this Limited Coverage, except to the extent that a "biohazardous substance" causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
4. If there is covered loss or damage to Covered Property caused by a "biohazardous substance" resulting from the death of a tenant or guest by fire or lightning loss payment will not be limited by the terms of this Limited Coverage.

5. The following applies only if Business Income 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 the presence of a "biohazardous substance" does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by such "biohazardous substance", we will pay for the actual loss of business income and extra expense you sustain. However, we will only pay for loss of business income and extra expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - b. If a covered suspension of "operations" was caused by loss or damage other than the presence of a "biohazardous substance", but remediation of such "biohazardous substance" prolongs the "period of restoration", we will pay for the actual loss of business income and extra expense you sustain during the delay (regardless of when such a delay occurs during the "period of restoration") but such coverage is limited to 30 days. The days need not be consecutive.
6. The following applies to Association Fees and Extra Expense coverage:
  - a. If the loss which resulted in the presence of a "biohazardous substance" does not in itself render a unit uninhabitable, but such unit is uninhabitable due to loss or damage to property caused by such "biohazardous substance", then our payment under the Association Fees and Extra Expense coverage is limited to the amount of lost fees and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - b. If loss or damage other than the presence of a "biohazardous substance" renders a unit uninhabitable, but remediation of such "biohazardous substance" prolongs the "period of restoration", we will pay for such loss of Association Fees and/or Extra Expense you sustain during the delay (regardless of when such a delay occurs during the "period of restoration") but such coverage is limited to 30 days. The days need not be consecutive.

**B. Section H. Property Definitions** of the applicable Property Coverage Form is revised as follows:

1. The following definition is added:

"Biohazardous substance" means:

- a. Human blood;
- b. Bodily fluids;
- c. Potentially infectious materials; or
- d. Any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness or disease;

emanating from human remains that requires a bio-hazard clean up and material disposal.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS POLICY  
CONDOMINIUM POLICY

The following is added:

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



## SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM

CONDOMINIUM LIABILITY COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

Paragraph f. Coverage Extension - Supplementary Payments is deleted in its entirety and replaced by the following:

### f. Coverage Extension - Supplementary Payments

In addition to the Limit of Insurance we will pay, with respect to any covered claim we investigate or settle, or any "suit" against an insured we defend:

- (1) All expense we incur.
- (2) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of 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 claims or "suit", including actual loss of earnings up to \$250 a day because of time off work.
- (5) We will pay up to \$20,000 in total for any and all cost taxed against one or more of the insureds in the same "suit", however, we will not pay any opposing party's attorney fees.
- (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 that part of the judgment we pay that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in the court the part of judgment that is within our Limit 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 an 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 interest of the insured and the interest of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of the 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 sends us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

- (c) Notify any other insured 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 the 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 expense incurred by us and necessary litigation expense incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph B.1.b.(2) of EXCLUSIONS.

**Applicable to Business Liability Coverage**, such payment 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 the insured's indemnitee and to pay for attorney's 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.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## EXCLUSION - CONVERSION PROJECTS

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

This endorsement modifies insurance provided under the following:

**Apartment Owners Liability Coverage Form**

**Condominium Liability Coverage Form**

A. The following is added to Section B. **EXCLUSIONS**, Paragraph 1. **Applicable To Business Liability Coverage** of the applicable Coverage Form:

### **Conversion Projects**

"Bodily injury", "property damage" or "personal and advertising injury" including loss adjustment expense that arises out of, is related to, or connected with any "Conversion Project".

B. For the purposes of this endorsement, the following definition is added to Section F. **LIABILITY AND MEDICAL EXPENSES DEFINITIONS** of the applicable Coverage Form:

22. "Conversion Project" means any activities whereby all or part of an existing structure is converted into a condominium, townhouse, apartment, hotel, motel, any multiple use residential or commercial building, or any such change of use as referenced in any applicable laws.



**EXCLUSION - VIOLATION OF STATUTES THAT GOVERN  
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF  
SENDING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph B. Exclusions - Applicable To Business - Liability Coverage.

**B. Exclusions**

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



## EMPLOYEE DISHONESTY - PROPERTY MANAGER

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

This endorsement modifies insurance provided under the following:

### CONDOMINIUM PROPERTY COVERAGE FORM

A. Paragraph G.5.j. under **Optional Coverages - Employee Dishonesty** is deleted and replaced by the following:

- j. With respect to coverage provided under this Optional Coverage, "employee" means any natural person who receives compensation for working in your regular service in the ordinary course of your business.
  - (1) "Employee" also includes your directors and officers, whether compensated or not.
  - (2) "Employee" additionally includes any natural person acting solely as an employee of a real estate property management firm while that person is performing real estate management duties for the named insured.
  - (3) "Employee" does not include any broker, consignee, contractor or other agent or representative of the same general character (other than a property management company). Additionally, "employee" does not include any director or trustee of the real estate property management firm except while performing acts within the scope of the usual duties of its' employee.

**Employee Dishonesty** coverage does not apply when any Association director, officer or managers is performing duties outside the scope of his or her normal duties as an Association director, officer or manager for the Named Insured.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**J6351**  
2nd Edition

**LIMITED TERRORISM EXCLUSION  
(OTHER THAN CERTIFIED ACTS OF TERRORISM);  
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the policy number indicated above.

**SCHEDULE**

The <b>Exception Covering Certain Fire Losses</b> (Paragraph <b>B.2.</b> ) applies to property located in the following state(s):
California, Hawaii, Iowa, Illinois, Massachusetts, Maine, Missouri, North Carolina, New Jersey, New York, Oregon, Rhode Island, Virginia, Washington, Wisconsin, West Virginia
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. "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.

**B.** The **Property Coverage Form** attached to this policy is amended as follows:

1. The following exclusion is added:

**EXCLUSION OF AN "OTHER ACT OF TERRORISM"**

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

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

- c. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "other acts of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

With respect to this item, **B.1.c.** the immediately preceding paragraph describes the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an "other act of terrorism", there is no coverage under this Policy.

## 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 an "other act of terrorism" 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 exception does not apply to insurance provided under business income and/or extra expense coverage or endorsements that apply to those coverages.

## C. The **Liability Coverage Form** attached to this policy 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 an "other act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

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

With respect to this exclusion, Paragraphs **C.1.a.** and **b.** describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

2. The following definition is added:

- a. 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 applicable, 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.

**D. 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 loss or injury or damage that is otherwise excluded under this Policy.

**E. CAP ON CERTIFIED TERRORISM LOSSES**

The following limitation applies to property and liability coverage for any one or more "certified acts of terrorism" that are not excluded by the terms of Paragraph **D**.

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

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



**DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM  
(CONDOMINIUMS AND COOPERATIVES)**

Policy Number: 60545-63-73

Effective Date: 05/01/18

Retroactive Date:

(Enter Date or None if no Retroactive Date applies)

This insurance does not apply to "loss" from "wrongful acts" which took place before the Retroactive Date, if any, shown above.

**Schedule**

Limits of Insurance	\$ 1,000,000	Each "Claim"
	\$ 1,000,000	Annual Aggregate
Retention	\$ 1,000	Each "Claim"

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

Throughout this coverage form the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an insured under this coverage form. 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 **C. WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. Refer to **G. DEFINITIONS**.

**A. COVERAGES**

**1. INSURING AGREEMENT**

- a. We will pay the "loss" which you become legally obligated to pay as a result of a "claim" against any insured for any "wrongful acts" committed by any insured person. The "wrongful acts" must be committed in the conduct of management responsibilities for the organization. We will have the right and duty to defend you against any such "claim", even if any of the allegations are groundless, false or fraudulent.

However, we will have no duty to defend you against any "claim" for "wrongful acts" to which this insurance does not apply. We may at our discretion, investigate any report of a "wrongful act" and settle any "claim" that may result. But:

- (1) The amount we will pay for "loss" is limited as described in Limits of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of "loss".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **2. Supplementary Payments**.

- b. This insurance applies to any "claim" for a "wrongful act" only if:
- (1) The "wrongful act" is committed in the "coverage territory"; prior to the expiration date of this policy provided that the "claim" is first made during the Policy Period, or any applicable Extended Reporting Period, and written notice of said "claim" is reported to us as soon as practicable, but no later than 60 days after the expiration date of this policy or during the Optional Extended Reporting period, if applicable; and
  - (2) You had no knowledge of, and could not have reasonably foreseen any circumstances which might result in a "claim" at the earliest of:
    - (a) The inception date of this Coverage Form; or
    - (b) The Retroactive Date, if any, shown above; or
    - (c) The inception date of the first policy of this type that we issued to the insured organization, or its subsidiaries, and which provided continuous coverage for the insured organization from such date to the inception date of this policy.
- c. A "claim" by a person or organization seeking damages will be deemed to have been made when notice of such "claim" is received and recorded by any insured or by us, whichever comes first.

All "claims" arising out of the same or related "wrongful acts" will be deemed to be one "claim" and shall be deemed to have been made at the time the first of those "claims" is made against any insured.

## 2. SUPPLEMENTARY PAYMENTS

We will pay, with respect to any covered "claim" we investigate, defend or settle:

- a. All expenses we incur in the investigation, handling, defense or settlement of a covered "claim".
- b. The premium on bonds to appeal a judgment or award in any "suit" we defend or the premium on bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds. We do not have to provide security or collateral for these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs assessed against the "insured" in a "suit" exclusive of any opposing party attorney fees.
- e. Prejudgment and post judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment or post judgment interest based on that period of time after the offer.

These payments will not reduce the limit of insurance.

## B. EXCLUSIONS

This insurance does not apply to "claims":

1. For any "bodily injury", "property damage", or "personal and advertising injury";
2. Relating to or arising from an insured's dishonesty, fraud or willful violation of law, if a judgment or other final adjudication adverse to such insured establishes such insured committed such dishonest, fraudulent or willful conduct;

3. For profits or losses, including an accounting of these profits or losses, resulting from the purchase or sale of any securities;
4. For salaries, compensation, bonuses or benefits owing to employees, directors, trustees or officers;
5. Relating to or arising from the insured in fact gaining profit or financial advantage to which the insured was not legally entitled;
6. For violation of any federal, state or local civil rights law, ordinance or regulation, including but not limited to discrimination on account of race, religion, sex, age, familial status or handicap;
7. Relating to or arising from any:
  - a. Request, demand or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effect of pollutants; or
  - b. Actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of pollutants into or on real or personal property, water or the atmosphere.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
8. Relating to or arising from any:
  - a. Defects in any property owned by the Named Insured or by any subsidiary of the Named Insured, or owned collectively by the members of either of them;
  - b. Failure to maintain properly any property owned by the Named Insured or by any subsidiary of the Named Insured, or owned collectively by the members of either of them;
  - c. Failure of the Named Insured or any "insured person" to establish or maintain adequate reserves or levy special assessments for the repair, replacement, improvement or maintenance of any common area elements or property owned by the Named Insured or by any subsidiary of the Named Insured, or owned collectively by the members, of either of them.
9. Relating to or arising from an actual or alleged violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, as amended, or similar provisions of federal, state or local statutory or common law;
10. Relating to or arising from any "employment practices";
11. Relating to or arising from the insured serving in any capacity in any organization which at the time of such service is not an insured under this policy;
12. Brought or maintained by or on behalf of an insured organization unless the "claim" is brought and maintained totally independent of, and totally without the solicitation, assistance, participation or intervention of any officer, director or trustee of an insured organization;
13. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the insured under any such contract or agreement; but this exclusion will not apply when the sole basis of liability is under the Covenants, Conditions and Restrictions or to the extent the insured would have been liable in the absence of such contract or agreement; or
14. Relating to or arising from any fact, circumstance or situation which has been the subject of any notice given under any other policy of which this Coverage Form is a direct or indirect renewal or replacement.

## C. WHO IS AN INSURED

The term insured when used in this Coverage Form includes:

1. The Named Insured listed in the Declarations and its "subsidiaries". You must notify us within 90 days after you acquire or create a new "subsidiary".
  - a. Coverage for a newly acquired or created "subsidiary" is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage under this Coverage Form for any "subsidiary" and its insureds does not apply to any "wrongful act" that occurred before you acquired or formed the "subsidiary" or after the organization ceased being your "subsidiary".
2. Any person who has been, now is, or shall become:
  - a. A duly elected director or trustee of an insured organization;
  - b. Duly elected or appointed officer of an insured organization;
  - c. An employee or committee member of an insured organization whether or not salaried; and
  - d. Any members of an insured organization acting at the direction of the organization's Board of Directors or Trustees on behalf of the organization in a voluntary capacity.
3. The estate or legal representatives of any insured in 2. above who is deceased or the legal representatives, receivers or assigns of any insured in 2. above who is insolvent, incompetent or bankrupt, but only to the extent the insured in 2. above would have been covered under this Coverage Form in the absence of such death, insolvency, incompetency or bankruptcy.
4. The spouse of any insured in 2. above, but only to the extent the claimant seeks recovery from the spouse, or of property owned by the spouse, for "wrongful acts" of an insured in 2. above.
5. Any person or organization acting as a real estate property manager for the Named Insured while performing real estate management duties for the Named Insured, but only with respect to liability for "wrongful acts" committed at the express direction of the Named Insured. However, your real estate property manager is not an insured for "claims" or "suits" brought against them by you.

## D. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the rules below limit the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made; or
  - c. Persons or organizations making "claims".
2. The Annual Aggregate Limit shown on the Schedule above is the most we will pay for all "loss" resulting from all "Claims" covered by this Coverage Form.
3. Subject to 2. above, the "Each Claim" Limit shown on the Schedule above is the most we will pay for all "loss" arising out of any one "claim".
4. We will pay "loss" resulting from any single "claim" only to the extent the "loss" exceeds the Retention amount shown above in the Schedule. A separate Retention amount shall apply to each "claim". The insureds shall bear at their own risk the amount of the Retention. If we pay part or all of the Retention to settle a "claim", you will promptly reimburse us for the part of the Retention paid by us.

5. No Retention amount shall apply to "loss" incurred by insured natural persons if the insured organizations are not permitted or required to indemnify the insured natural persons for such "loss" or if the insured organizations are financially insolvent.

## E. EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:

- a. This Coverage Form is canceled or not renewed; or

- b. We renew or replace this Coverage Form with insurance that:

- (1) Has a Retroactive Date later than the date shown in the Declarations; or

- (2) Does not provide coverage for "wrongful acts" on a claims-made basis.

2. Extended Reporting Periods do not extend the "policy period", reinstate the Limits of Insurance or change the scope of coverage provided. They apply only to "claims" for "wrongful acts" committed before the end of the "policy period" and after the Retroactive Date, if any, shown in the Schedule above.

### 3. Automatic Extended Reporting Period

- a. If any event described in 1. above occurs, we will provide an Automatic Extended Reporting Period without additional charge. This Automatic Extended Reporting Period starts with the end of the policy period and lasts for 60 days.

- b. This Automatic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

- c. This Automatic Extended Reporting Period may not be canceled.

### 4. Optional Extended Reporting Period

We will issue an Extended Reporting Period Endorsement if any event described in 1. above occurs and if the Named Insured shown in the Declarations:

- a. Makes a written request to purchase the Optional Extended Reporting Period which we receive within 60 days after the end of the policy period; and

- b. Promptly pays the additional premium when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be canceled.

The Optional Extended Reporting Period will be for one year, starting with the end of the Automatic Extended Reporting Period of this policy.

The Extended Reporting Period Endorsement will also amend paragraph **a.** of **Condition 3. Other Insurance** so that the insurance provided during the Optional Extended Reporting Period will be specifically excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

The premium for the Extended Reporting Period Endorsement will not exceed 200% of the annual premium for the Coverage Part to which the Endorsement would be attached and will be fully earned when the Endorsement takes effect.



## F. ADDITIONAL CONDITIONS

Insurance provided under this Coverage Form is subject to the following conditions:

### 1. Duties In The Event Of "Claim" or "Wrongful Act"

- a. You shall, as a condition precedent to our obligations under this Coverage Form, give written notice to us as soon as practicable but no later than 60 days after the expiration of this policy or during any Extended Reporting Period (if applicable), of any "claim" made against the insured.
- b. If during the Policy Period or any Extended Reporting Period you shall become aware of any "wrongful acts" which may reasonably be expected to give rise to a "claim" being made against an insured, you may give written notice to us of the "wrongful acts" and the reasons for anticipating such a "claim" with full particulars as to dates and persons involved. Any "Claim" which is subsequently made against an insured alleging, arising out of, based upon or attributable to such "wrongful act" shall be considered made at the time such notice of "wrongful acts" was given to us.
- 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 a "claim";
  - (2) Authorize us to obtain records and other information relating to such "claim" and its defense;
  - (3) Cooperate with us in the investigation, settlement, or defense of the "claim"; and
  - (4) Assist us upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, otherwise covered under this Coverage Form, without our consent.

### 2. Legal Action Against Us

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

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

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

### 3. Other Insurance

If other valid and collectible insurance is available to the insured for a "loss" we cover, this insurance is excess over any such other insurance, whether primary, excess, contingent or on any other basis.

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

- a. The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; and

b. The total of all deductible and self-insured amounts under such other insurance.

#### 4. Representations

By accepting this Coverage Form, you agree:

- a. The statements and representations in the Application for this coverage are accurate and complete; and
- b. We have issued this policy in reliance upon your statements and representations in such Application.

#### 5. Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this Coverage Form to the Named Insured, this insurance applies as if each insured were the only insured.

#### 6. Transfer of Rights of Recovery Against Others To Us

If you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. You must do nothing to impair such rights. At our request, you will transfer those rights to us and help us enforce such rights.

#### 7. Your Right To Claims Information

We will provide the Named Insured shown in the Declarations the following information relating to this and any other preceding claims-made Directors and Officers Liability insurance coverage we have issued to you during the previous three years:

- a. A list or other record of each "claim" not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the **Duties in the Event Of "Claim" or "Wrongful Act"**, above. We will include the date and brief description of the "wrongful act" if that information was in the notice we received.
- b. A summary, by policy year, of payments made and amounts reserved by us under any such insurance.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Form, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim" and "wrongful acts" information for our own business purposes and exercise reasonable care in doing so. In providing this information to you we make no representations or warranties to you, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal of this Coverage Form will be effective even if we inadvertently provide inaccurate or incomplete information.

## G. 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.

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Claim" means:
  - a. A written demand for monetary damages or non-monetary relief;
  - b. A civil proceeding commenced by the service of a complaint or similar pleading;
  - c. A criminal proceeding commenced by the return of an indictment; or
  - d. A formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar documentagainst an insured for a "wrongful act".
4. "Coverage territory" means the United States of America including its territories and possessions, Puerto Rico and Canada.
5. "Employment Practices" means any employment-related "wrongful act", including without limitation:
  - a. Any actual or alleged wrongful dismissal, discharge or termination (either actual or constructive) of employment;
  - b. Employment related misrepresentation;
  - c. Wrongful failure to employ or promote;
  - d. Wrongful deprivation of career opportunity;
  - e. Wrongful discipline;
  - f. Failure to grant tenure or negligent employee evaluation;
  - g. Failure to provide adequate employee policies and procedure;
  - h. Sexual or workplace harassment of any kind, (including the alleged creation of a harassing workplace environment);
  - i. Unlawful discrimination, (including sexual or workplace harassment or creation of a harassing workplace environment) whether direct, indirect, intentional or unintentional; or
  - j. Breach of any oral or written employment contract or quasi contract.
6. "Loss" means the total amount which the insured becomes legally obligated to pay as damages, judgments or settlements on account of all "Claims" made against the insured for "wrongful acts" to which this insurance applies. "Loss" does not include:
  - a. Defense costs;
  - b. Taxes, fines or penalties;
  - c. The cost to comply with any injunctive or other non-monetary relief or any agreement to provide such relief; or
  - d. The multiple portion of any multiplied damage award, or punitive or exemplary damages.

7. "Personal and advertising injury" means injury including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
8. "Policy period" means the period from the effective date shown on this Coverage Form or the inception date shown in the Declarations, whichever is later, to the expiration date shown in the Declarations or until the termination of the policy or this Coverage Form.
9. "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.
10. "Subsidiary" means:
  - a. Any non-profit organization in which the Named Insured listed in the Declarations has the right to elect or appoint more than fifty percent (50%) of the directors or trustees, and
  - b. Any other organization specifically included as a "subsidiary" by written endorsement to this Coverage Form.
11. "Suit" means a civil proceeding against any insured in which damages because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes an arbitration or mediation proceeding against any insured alleging such damages.
12. "Wrongful act" means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duties, committed or allegedly committed by you or one or more insured arising solely from their management responsibilities for the organization.

The same "wrongful act", any interrelated series of "wrongful acts" or series of similar or related "wrongful acts" by one or more Insureds, shall be deemed to be one "wrongful act" and to have commenced at the time of the earliest "wrongful act".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**E9126**  
5th Edition

**DIRECTORS AND OFFICERS LIABILITY COVERAGE -  
AMENDMENT OF B. EXCLUSIONS**

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM (CONDOMINIUMS AND COOPERATIVES)

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

Under **B. EXCLUSIONS**, exclusion 6. is deleted in its entirety.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.