

North Riverside Public Library

2400 S. Des Plaines Avenue
North Riverside, Illinois 60546

Agenda
Committee of the Whole
Board of Trustees
March 6th, 2023
6:00 PM

1. Open of Meeting

- A. Call to order
- B. Determination of quorum
- C. Recognition of visitors to the meeting
- D. Approval of agenda and requested changes to agenda

2. Open Forum

Audience Members wishing to address the Board: please complete the open forum sheet provided and give it to the Board Secretary.

3. Minutes

- A. Accept Minutes of February 6th, 2023 Committee of Whole Meeting.

4. Finance

- A. Insurance policy review

5. Advocacy

- A. Centennial Celebration
- B. Senior Fair
- C. Advocacy webinars

6. Building & Grounds

- A. Lower Level update discussion
- B. Capital Improvements Assessment Plan
- C. Insurance policy review
- D. Foyer lighting

7. Personnel

- A. Insurance policy review

8. Policy

- A. Grievance Policy 9.6.7

9. Strategic Planning

- A. Chapter 9 in IL Standards review
- B. Review Trustee Handbook

10. Other Business

- A. Website demonstration
- B. Library Celebration Dinner
- C. Committee Responsibilities and Expectations

11. Adjournment

The Library Board meeting is scheduled for Monday, March 20th, 2023 at 6:00pm.

North Riverside Public Library

2400 S. Des Plaines Avenue
North Riverside, Illinois 60546

Minutes
Committee of the Whole
Board of Trustees
February 6th, 2023
6:00 PM

1. Open of Meeting

- A. Call to order: President Corgiat called the meeting to order at 6:08pm.
- B. Determination of quorum: President Corgiat, Vice President Gordon, Treasurer Bonnar, Secretary Mathias, and Trustee Ottenweller were in attendance. Trustees Rouleau and Johnson were absent.
- C. Recognition of visitors to the meeting: Director Starosta was in attendance.
- D. Approval of agenda and requested changes to agenda: Secretary Mathias made a motion to approve the agenda as presented. Vice President Gordon seconded. All aye.

2. Open Forum

N/A

3. Minutes

- A. Accept Minutes of November 7, 2022 Committee of Whole Meeting: Treasurer Bonnar made a motion to approve the minutes as presented. Trustee Ottenweller seconded. Aye: Gordon, Mathias, Ottenweller and Bonnar. Abstain: Corgiat.

4. Finance

- A. Tax levy funds: Director Starosta informed the Board that Cook County tax bills have been released but not yet mailed. While they are generally due at the beginning of March, a bill was passed to change the due date to April 3rd. Secretary Mathias asked if our funds will be able to cover the month gap. Director Starosta informed the Board that the Library has 4 months funds in the bank. President Corgiat asked about our accounting firm and financial reports. Director Starosta explained Lauterbach & Amen's titling practice (monthly title rather than numeric) and the difference between a warrant list and check detail report.

5. Advocacy

- A. Director Starosta has contacted Sue, the Village administrator, about this year's Centennial celebration in North Riverside. She also reported that this year is the 25th anniversary of the ground breaking for NRPL's building (April 11).

6. Building & Grounds

- A. Lower Level update discussion - President Corgiat requested the number of babies that would be served by the proposed new baby garden area. Director Starosta will present statistics at the next meeting. President Corgiat asked if all staff members in the Youth Services Department were included in the planning. Director Starosta discussed the collaboration with Natalie (YS manager) and who was included in the process. Trustees tabled the tour of the lower level with proposed updates until the March Committee of the Whole meeting.
 - B. Capital Improvements Assessment Plan: Director Starosta informed the Trustees of the required Capital Improvement Plan for the upcoming IPLAR. A Capital Improvement study was done in 2015 but never used because of its complexity. Trustees discussed the 2 current quotes for services and the requirements of going to bid for the project vs reviewing quotes and the need of additional quotes. Vice President Gordon requested the Director Starosta seek one more quote for the March Committee of the Whole meeting.
- 7. Personnel**
- A. Updated job description - Vice President Gordon presented the updated job descriptions. Director Starosta discussed how the job descriptions were created, how staff were included in the process. President Corgiat asked about how back ground checks are conducted, for whom, and who has access to those records. Director Starosta explained the process. Vice President Gordon asked that the approval of the job descriptions be moved to the February Board agenda.
- 8. Policy**
- A. No updates currently.
- 9. Strategic Planning**
- A. Secretary Mathias discussed the soon to be completed closed session minutes review process which will be added to the Trustee Manual. Vice President Gordon asked about the upcoming new website. He asked for a demo and walk through of the website at the next Committee of the Whole meeting to give the Board a chance to weigh in on the site. President Corgiat noted that she had not received the site link. Director Starosta will resend the link and walk through the site at the March CoW meeting.
- 10. Additional Discussion:**
- A. President Corgiat noted that the Board's annual appreciation dinner will be held on April 23rd (the first day of National Library Week) from 4-7pm at JC's Pub. Staff, volunteers, Foundation & Friends members and Board Trustees will be invited. The Board will not issue any drink tickets this year because of cost. President Corgiat will make the reservation at JC's Pub. Director Starosta will send out an invitation to the event.
- 11. Adjournment**
- A. Secretary Mathias made a motion to adjourn the meeting at 7:30pm. Vice President Gordon seconded. All aye.



January 27, 2023

PROPOSAL FOR CAPITAL RESERVES STUDY NORTH RIVERSIDE PUBLIC LIBRARY

between

North Riverside Public Library
2400 Des Plaines Avenue
North Riverside, IL 60546

and

Engberg Anderson, Inc.
8618 West Catalpa Avenue, Suite 1116
Chicago, IL 60656

c/o Natalie Starosta, Director

Engberg Anderson Project No. 223563

Dear Natalie,

Engberg Anderson is pleased to submit this proposal for a Capital Reserves Study. This proposal is based on our current understanding of the project. We ask that you review the scope, schedule and fee proposed and identify any concerns or questions in this regard.

SCOPE OF BASIC SERVICES

PROJECT UNDERSTANDING

The Library has identified a need to assess the current conditions within the existing facility, assess the likely life expectancy of key building components, and identify probable replacement costs for the various components of the facility.

The Library is approximately 22,500 sf total spread across two floors plus.

The goals of this study are to:

- Better understand the condition of the building,
- Prioritize needed repairs or replacements,
- Coordinate capital maintenance projects with service-based improvements to the building and
- Identify appropriate funding levels to replace those building systems or components using designated reserve funds.

SCHEDULE

We propose to provide the outlined scope of services within 90 days of authorization to proceed.

OWNER SUPPLIED INFORMATION.

We have prepared a separate "Request for Owner Supplied Information", appended to this document.

METHODOLOGY

The methodology we propose for this project is simple and direct. We will focus on developing a life-expectancy and cost schedule.

Using this approach, we will complete the following tasks:

- In preparation for the systems evaluations we will review available documentation including construction or record drawings and specifications as provided by the Library. We will scan the existing documents for distribution to and use by our team. We will return the original drawings and project manual and provide a copy of the scanned images for the Library's use.
- Next, we will convene a group of engineers and architects familiar with library building systems for a one-day walk-through of the facility. As part of this session we will meet with building maintenance personnel and management staff to identify areas of known or suspected issues related to building performance.
- The results of these conversations and the walk through will become the basis for development of specific life-expectancy and replacement cost schedules. These schedules will be informed by established industry standards, consultation with system or component vendors/suppliers, and our individual experience.
- General notes relating to abnormal wear or deterioration in the condition of the components will be noted on the schedules.
- Any discernable violations of life safety, plumbing, mechanical or electrical codes will be identified to the Library. This does not take the place of specific code reviews or accessibility reviews.
- Building systems that appear to warrant more intensive investigation or inspection will be identified to the Library.
- Site paving and storm water management systems will not be included in the evaluation.
- Furnishings systems will not be included in the specific evaluation but will be discussed as part of a broader planning and budgeting process.
- Information technology systems will not be included in the evaluation.
- The replacement schedules will be submitted to the Library in draft form for review and comment. (A sample schedule page is enclosed for your consideration.)
- A final version will include modifications as the Library deems appropriate. The final product will be an Excel workbook that will allow the Library to maintain a current record that incorporates changes to the building over time.
- A companion narrative will summarize the findings. A sample narrative is also appended to this proposal.

Should the Library require a more detailed analysis, testing of various building systems, energy consumption audits or more detailed reporting on the basic condition of the facility, we will adjust the scope of this project to meet your needs.

DELIVERABLES

Within this approach we will provide the following products

- Summary Report (pdf)
- Evaluation/replacement cost workbook (excel)

FEE PROPOSAL

FEE

Based on this understanding, we propose to complete the outlined services for the following fees:

Expense	Fee
Architectural Review	\$4,000
Mechanical, Electrical, Plumbing & Fire Protection Review	\$7,000
TOTAL	\$11,000

REIMBURSABLE EXPENSES

In addition to the Fees, expenses incurred in the course of completing the work will be invoiced to the Client. Detailed records of reimbursable expenses shall be included in monthly invoices.

Overhead expenses associated with project engineering can be saved through direct payment of consultant invoices by the Library. If the Library elects direct payment to consultants, Engberg Anderson will still coordinate the work of the consultants and maintain overall project liability; provide review of consultant invoices; advise the Library as to the status of the work at the time each consultant invoice is received; and recommend amount of payments to each consultant at the time of invoice.

Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect. The Architect currently maintains the coverages identified in the **Insurance Coverages Exhibit**.

Incidental expenses will be invoiced in accordance with the attached **Reimbursable Expenses Exhibit**. Incidental Expenses shall be invoiced at 1.1 times our cost.

PROGRESS PAYMENTS

Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice. Payments based on the invoices shall be made in accordance with the Library’s established review and approval procedures and in accordance with the provisions of Local Government Prompt Payment Act, as amended, that call for payment within 30 days after approval of the invoice by the Board of Library Trustees (50ILCS 505/1 *et seq.*)

Time & Materials Rate Schedule

Invoices will be based on time charged to the project during the invoice period. The time will be charged based on the attached **Current Rate Schedule** up to the limits specified for each service.

ADDITIONAL SERVICES

No additional service will be undertaken without a defined scope and written authorization. Any Additional Service will be itemized and invoiced against a limit established and agreed to in writing by both parties. Any additional service shall be invoiced separately to allow tracking of project expenses.

USE OF MATERIALS

The Architect agrees to furnish, upon completion of this Agreement, upon termination and upon demand by the Library, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Architect pursuant to this Agreement, and without restrictions or limitation as to the use relative to specific Projects covered under this Agreement. In such event, the Architect shall not be liable for the use of such documents by the Library or others.

TERMINATION

Both parties acknowledge each other's right to terminate this agreement with 15 days' written notice and without cause. Upon such notification all product of the design effort completed to that point becomes the property of the Library and any fees earned to that point become due.

ATTACHMENTS

The following Exhibits are made part of this agreement:

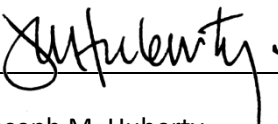
- Current Rate Schedule; Reimbursable Expenses; Insurance Coverages

ACCEPTANCE

If you have questions concerning any aspect of this proposal, please call. We ask that an individual authorized to bind the Owner to this agreement sign two copies of the agreement. Keep one for your records and return the second to us. We will begin work upon receipt of a signed copy.

For

Engberg Anderson, Inc.

Signature: 

Name: Joseph M. Huberty

Title: Partner

Date: January 27, 2023

For

North Riverside Public Library

Signature: _____

Name: _____

Title: _____

Date: _____

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EXHIBITS

CURRENT RATE SCHEDULE

Invoices for basic and additional services will be based on time charged to the project during the invoice period. The time will be invoiced based on the following schedule up to the limits specified for each service or phase of the project.

Category	Hourly rate	Category	Hourly rate
Partner	\$220	Project Designer	\$130
Principal	\$185	Interior Designer	\$125
Senior Interior Designer	\$155	Designer	\$120
Senior Project Team Leader	\$155	Project Production	\$100
Project Team Leader	\$145	Administrative/Graphics	\$95
Project Architect	\$140		

REIMBURSABLE EXPENSES EXHIBIT

In addition to the Fees included in the Agreement, expenses incurred in the course of completing the work will be invoiced to the Owner in accordance with the following parameters.

- Transportation in connection with the Project including authorized out-of-town travel, lodging and sustenance.
 - Mileage is calculated using the prevailing IRS reimbursement rates.
 - Sustenance is limited to \$10/\$15/\$20 or \$45 per day.
- Reproductions, plots, standard form documents, postage, handling and delivery of instruments of service.
- Renderings, models and mock-ups other than those normally produced by the architect as a part of the process and requested by the Library will be provided as an additional expense.
- Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect. The Architect currently maintains shown in the Insurance Coverages Exhibit:

INSURANCE COVERAGES EXHIBIT

Engberg Anderson currently maintains the coverages shown, the costs of which are included in the base fees proposed for the project. Additional coverage is negotiated on a project by project basis.

- Commercial General Liability: \$2,000,000 each Occurrence; \$4,000,000 Annual Aggregate.
- Business Automobile: \$1,000,000 Combined Single Limit, coverage includes hired and non-owned vehicles.
- Workers Compensation: Statutory requirements, \$1,000,000.
- Umbrella/Excess Liability: \$5,000,000 per Occurrence/Annual Aggregate
- Professional Liability: \$3,000,000 per Claim; \$3,000,000 Annual Aggregate

SAMPLE REQUEST FOR OWNER SUPPLIED INFORMATION

In preparation for our visit we are in need of certain information. We would prefer a “send us what you have” approach rather than an exhaustive search for every item identified below. At some point in the process, we will know if searches for more detailed information will have value.

Please send the identified information in electronic format if available or as a hard copy. If you are providing hard copy documents we will, upon receipt, scan and return the documents along with a digital copy of the scans for your use. We could use the following:

1. Drawings of the existing building:
 - Original building drawings are useful in establishing a timeline and pattern of use of particular assemblies or equipment. If the building was constructed in multiple phases please include the applicable drawings from each phase.
 - Plumbing, fire protection, heating ventilating and air conditioning (HVAC) sometimes labeled mechanical, and electrical.
 - Site plan.
 - Architectural floor plans, roof plan, exterior elevations and building sections.
2. Repair or evaluation reports:
 - Environmental assessments.
 - Abatement reports.
 - Roofing evaluations or repair reports.
 - Condition Reports, as may be available, for plumbing, fire protection, heating ventilating and air conditioning (HVAC) sometimes labeled mechanical, and electrical systems noting any recent or anticipated repairs or replacements.
 - Any recent air test and balance reports.
 - Any recent boiler certifications or combustion test reports.
 - Elevator repairs or condition reports.
3. Building system contact information,
 - The name and telephone number of the preferred mechanical and plumbing service contractor.
 - The name and telephone number of the preferred temperature control service contractor, if different.
4. Operations and Maintenance (O & M) manuals should be collected and available for viewing on the day of the site visit. It is not necessary at this time to provide the manuals to the engineering team.
5. Other condition studies or reports you think might be relevant to assessing the condition of the facility.

PAST PERFORMANCE

Relevant ILLINOIS projects completed

BARRINGTON AREA LIBRARY DISTRICT, 2020, 2013, 2007

Location: Barrington, Illinois
Size: 50,000 sf on 2 levels, built in 2 phases, 3 mechanical systems
Product: Workbook, report
Follow-Up Projects: Roof Replacements, Mechanical System Replacements, Renovation.

CARY AREA PUBLIC LIBRARY DISTRICT, 2015

Location: Cary, Illinois
Size: 24,000 sf on 1 level, built in 1 phase, 1 mechanical system
Product: Report, Cost Narrative
Follow-Up Projects: Interior Renovations.

CRYSTAL LAKE PUBLIC LIBRARY, 2022, 2016, 2010

Location: Crystal Lake, Illinois
Size: 40,000 sf on 2 levels, built in 4 phases, 4 mechanical systems
Product: Workbook
Follow-Up Projects: None related to Capital Needs Assessment.

ELA AREA PUBLIC LIBRARY DISTRICT, 2016, 2007

Location: Lake Zurich, Illinois
Size: 70,000 sf on 2 levels, built in 1 phase, 1 mechanical system
Product: Report, Cost Narrative

ELMHURST PUBLIC LIBRARY DISTRICT, 2020

Location: Elmhurst, Illinois
Size: 90,000 sf on 2+ levels
Product: Report, Cost Narrative
Follow-Up Projects: To Be Determined

FREMONT PUBLIC LIBRARY DISTRICT, 2020, 2013

Location: Mundelein, Illinois
Size: 70,000 sf on 3 levels, built in 1 phase, 1 mechanical system
Product: Report, Cost Narrative

GLENCOE PUBLIC LIBRARY DISTRICT, 2021

Location: Glencoe, Illinois
Size: 20,600 sf on 3-1/2 primary levels, built in 2 major phases, 2+ mechanical systems
Product: Report, Cost Narrative
Follow-Up Projects: To Be Determined

GLEN ELLYN PUBLIC LIBRARY, 2009

Location: Glen Ellyn, Illinois
Size: 30,000 sf on 2 levels, built in 2 phases, 1 mechanical systems
Product: Workbook

HIGHLAND PARK PUBLIC LIBRARY, 2011, 2008

Location: Highland Park, Illinois
Size: 48,000 sf on 3 levels, built in 3 phases, multiple renovations, 2 mechanical systems
Product: Workbook, report
Follow-Up Projects: Roof Replacements, Mechanical System Replacements, Masonry Restoration, Steel Repairs, Interior Renovations.

NIPPERSINK PUBLIC LIBRARY DISTRICT, 2014

Location: Richmond, Illinois
Size: 24,000 sf on 2 levels, built in 2 phases, 1 fragmented mechanical system
Follow-Up Projects: Exterior Recladding, Parking Lot Resurfacing.

NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT, 2015

Location: North Riverside, Illinois
Size: 22,500 sf of library on 2 levels, 1 mechanical system
Product: Report, Cost Narrative

PALATINE PUBLIC LIBRARY DISTRICT, 2022, 2016

Location: Palatine, Illinois
Size: 100,000 sf of library on 2 levels + 100,000 sf of parking structure on two levels, built in 1 phase, 1 mechanical system
Product: Report, Cost Narrative
Follow-Up Projects: Interior Renovations – Fire Protection System Replacement, Boiler Replacement

PALOS HEIGHTS PUBLIC LIBRARY, 2011

Location: Palos Heights, Illinois
Size: 30,000 sf on 2 levels, built in 1 phase, 1 mechanical system
Product: Workbook, report
Follow-Up Projects: Interior Renovations.

PARK RIDGE PUBLIC LIBRARY, 2011

Location: Park Ridge, Illinois
Size: 36,000 sf on 3 levels, built in 2 phases, 3 mechanical systems
Product: Workbook, report
Follow-Up Projects: Roof Replacement (by others).

POPLAR CREEK PUBLIC LIBRARY DISTRICT, 2016

Location: Streamwood, Illinois
Size: 98,000 sf on 3 levels, built in 2 phases, 3 mechanical systems
Product: Report, Cost Narrative
Follow-Up Projects: Roof Repairs; Air Handling Unit Replacement

REDDICK PUBLIC LIBRARY, 2011

Location: Ottawa, Illinois
Size: 17,000 sf on 1 level, built in 1 phase, 13 mechanical system
Product: Report, Cost Narrative
Follow-Up Projects: Mechanical System Replacements, Floor Repairs, Interior Renovations.

RIVER FOREST PUBLIC LIBRARY, 2011

Location: River Forest, Illinois
Size: 15,000 sf on 2 levels, built in 2 phases, 3 mechanical systems
Product: Workbook, report
Follow-Up Projects: Roof Replacements, Mechanical System Replacements, Masonry Restoration, Window Restoration.

ROUND LAKE AREA PUBLIC LIBRARY DISTRICT, 2022, 2016

Location: Round Lake, Illinois
Size: 29,000 sf on 2 levels, built in 1 phase with 1 major renovation, 1 mechanical system
Product: Report, Cost Narrative

WILMETTE PUBLIC LIBRARY DISTRICT, 2020

Location: Wilmette, Illinois
Size: 65,600 sf on 4 levels, built in 5 major phases, 3+ mechanical systems
Product: Report, Cost Narrative
Follow-Up Projects: Roof Repairs; Foundation Drainage Repairs; Building Envelope Repairs

Foyer lighting links:

<https://www.build.com/kichler-3279/s172086?uid=843216&searchId=izgC4tzxF2>

<https://www.build.com/quoizel-tfst2840/s1091989?uid=2621284&searchId=R9QSCwWfes>

Benefits Summary

LIMRiCC

All Plans

2023





Medical Insurance | Aetna

Health Maintenance Organization (HMO)

The HMO provides access to a network of doctors and hospitals. No out-of-network benefits are provided. The HMO with Aetna does not require the designation of a primary care physician or a referral to see a specialist.

Preferred Provider Organization (PPO)

A PPO plan offers the freedom to receive care from any doctor, specialist, or hospital without a referral. You can manage out-of-pocket costs by remaining in-network.

High Deductible Health Plan (HDHP) with Health Savings Account (HSA)

The HDHP is a high deductible PPO plan that provides health care benefits after the deductible has been met. Prior to meeting the deductible, you will pay the full cost of medical services (less any carrier discounts), with the exception of preventive care.

The HSA is a bank account used with the HDHP allowing you to set aside money on a tax-free basis to pay out-of-pocket qualified expenses throughout the year or in future years. The money in your HSA account rolls over from year to year and is yours to keep even if changing plans or retiring. The 2023 HSA account limits are \$3,850 for employee only coverage and \$7,750 for family coverage.

Choose Generics Rx (All Plans): *If the member or physician requests a brand drug when generic equivalent is available, the member pays the applicable copay plus the difference in cost. To continue receiving the brand drug over the generic equivalent, the prescription must state Dispense as Written / DAW.*

Medical Plan Details:	HMO	PPO 750		PPO 1500		HDHP/HSA	
	<i>In-Network Benefits Only</i>	<i>In-Network</i>	<i>Out-of-Network</i>	<i>In-Network</i>	<i>Out-of-Network</i>	<i>In-Network</i>	<i>Out-of-Network</i>
Network Name	Open Access Select	Choice POS II		Choice POS II		Choice POS II	
Deductible							
Individual	\$0	\$750	\$750	\$1,500	\$1,500	\$3,000	\$6,000
Family	\$0	\$2,250	\$2,250	\$4,500	\$4,500	\$6,000	\$12,000
Coinsurance	0%	20%	40%	20%	40%	0%	20%
Out-of-Pocket Max							
Individual	\$1,500	\$1,750	\$3,750	\$2,500	\$4,500	\$3,000	\$12,000
Family	\$3,000	\$5,250	\$10,500	\$7,500	\$12,000	\$6,000	\$24,000
	<i>Max in Copays</i>	<i>Includes Deductible</i>	<i>Includes Deductible</i>	<i>Includes Deductible</i>	<i>Includes Deductible</i>	<i>Includes Deductible</i>	<i>Includes Deductible</i>
Physician Services							
Preventive (Adult & Child)	Covered in Full	Covered in Full	40% After Ded.	Covered in Full	40% After Ded.	Covered in Full	20% After Ded.
Physician Office	\$20 Copay	\$20 Copay	40% After Ded.	\$20 Copay	40% After Ded.	0% After Ded.	20% After Ded.
Virtual Visit (Teladoc)	\$0/\$30 Copay	\$0/\$20 Copay	N/A	\$0/\$20 Copay	N/A	0% After Ded.	N/A
Specialist Visit	\$30 Copay	\$30 Copay	40% After Ded..	\$30 Copay	40% After Ded.	0% After Ded.	20% After Ded.
Inpatient Hospital <i>(per admission)</i>	\$150 Copay	\$150 + 20% After Ded.	\$300 + 40% After Ded.	\$150 + 20% After Ded.	\$300 + 40% After Ded.	0% After Ded.	20% After Ded.
Emergency Room	\$150 Copay* <i>(Waived if admitted)</i>	\$100 Copay** <i>(Waived if admitted)</i>		\$100 Copay** <i>(Waived if admitted)</i>		0% After Deductible	
Retail Prescription Drugs							
Generic / Formulary / Non-Formulary / Specialty	Copays: \$10 / \$40 / \$60 / \$125	Copays: \$10 / \$40 / \$60 / \$100	Copays + 40%	Copays: \$10 / \$40 / \$60 / \$100	Copays + 40%	0% After Ded.	0% After Ded. + 20%
Mail-Order Prescription Drugs							
Generic / Formulary / Non-Formulary	Copays: \$20 / \$80 / \$120	Copays: \$20 / \$80 / \$120	Not Covered	Copays: \$20 / \$80 / \$120	Not Covered	0% After Ded.	Not Covered
Rx Out-of-Pocket Max							
Individual	\$1,000	\$1,000		\$1,000		Included in Medical Out-of-Pocket Maximum	
Family	\$3,000	\$3,000		\$3,000			

*\$400 penalty if ER is used for non-emergency.

**\$350 penalty if ER is used for non-emergency.



Plan Eligibility and Effective Dates

New hires are eligible for benefits on the first of the month following date of hire. If an employee terms coverage, they remain enrolled through the end of the month.

Medical:

- Available to full-time employees only
- Full-time is defined by location
- Full-time cannot be defined as less than 30 hrs/week

Dental/Vision/Life:

- Available to full-time & part-time employees
- Part-time employees must work 20+ hrs/week with at least 1 year of service in the position

Life:

- Full-time employees receive 100% employer-paid benefit
- All full-time employees enrolled unless electing in writing to opt-out of life insurance



Virtual Visits | Teladoc

Teladoc’s Virtual Visits program is available to all Aetna medical participants. This benefit provides you and your covered dependents access to speak with a licensed doctor by phone or video 24 hours a day, 7 days a week. Teladoc providers can treat a range of non-emergency* conditions such as:

General Medical:

- Flu
- Allergies
- Pink Eye
- UTIs
- Sinus Infections

Dermatology:

- Acne
- Psoriasis
- Eczema
- Rashes

Behavioral Health:

- Stress / Anxiety
- Depression
- Addiction
- Family Difficulties

	HMO	PPO 750	PPO 1500	HDHP/HSA
Teladoc Services				
General Medical	\$0 Copay	\$0 Copay	\$0 Copay	\$49 Fee
Dermatology	\$30 Copay	\$20 Copay	\$20 Copay	\$75 Fee
Behavioral Health	\$30 Copay	\$20 Copay	\$20 Copay	\$85 - \$95 Fee**

**In the event of an emergency, please use emergency room or urgent care facility.*

***Initial psychiatry consult fee of \$190 for HDHP members.*



MinuteClinic® | CVS

Aetna medical members can access MinuteClinic services for treatment of minor conditions at no copay, making it easy to get care when and where you need it. MinuteClinic is a walk-in clinic inside select CVS Pharmacy® and Target stores and is open 7 days a week, including evenings. Offering both walk-in and scheduled appointments, MinuteClinic health care providers treat a variety of illnesses, injuries and conditions and can write prescriptions when medically appropriate.

All covered MinuteClinic services for treatment of minor conditions are available at no copay to HMO and PPO members. Costs will apply for HDHP members until the deductible is met. Once deductible has been met, MinuteClinic services are covered at no cost.

For more information or to find a MinuteClinic near you, please visit www.cvs.com/minuteclinic.



Enhanced Wellness Program| Aetna

Aetna medical members have access to a number of wellness offerings and the opportunity to earn an incentive.

- Employees and their spouses covered on the Aetna medical plan may complete an online health assessment + a biometric screening through Quest and receive a \$50 gift card of their choice. Participating vendors include 1800Flowers, Banana Republic, Disney, Panera Bread and much more.
- Choose an online health coach and set goals related to your health assessment results.
- Aetna Get ActiveSM program challenges: Achieve your health goals by using digital tools, joining individual and team based challenges and linking your wearable devices like your fitness tracker or watch.
- Informed Health[®] Line: Call 1-800-556-1555 to receive support on managing current health problems.
- Gain access to discounts on a variety of health care products that include fitness services, weight management services, at-home products and much more.



Aetna Value Added Benefits

Aetna Member Website and App:

Visit www.aetna.com to login or download the app through the app store. View your benefits and progress toward deductibles, get your digital member ID card, view claims details and account balances.

Aetna Informed Health Line:

Get health information when and where you need it. Call: 1-800-556-1555 or log on to www.aetna.com

Aetna Health ConnectionsSM Disease Management Program

Manage your health conditions while reducing medical costs. This program provides support for more than 35 conditions through online programs and advanced technology. Receive individual attention from health professionals to safely manage your disease. Aetna uses prescription and/or claim information to provide outreach to members via phone call/letter, or members can opt-in to this program by calling 1-866-269-4500.

Aetna Discount Program

Save on health products and services including weight loss programs, fitness programs, hearing aids and more. Log on to your member website at www.aetna.com

Simple Steps To A Healthier Life®

Your choice of digital coaching programs included with your health plan. Find out what your health needs are by taking or updating our online Health Assessment through Simple Steps To A Healthier Life®. For more information, log on to your member website at www.aetna.com

Aetna Behavioral Health AbleTo Support

Convenient 8 week program with counseling and coaching available to Aetna medical members to help manage life's overwhelming events. Meet face-to-face with a therapist and behavioral coach by video or phone. Call AbleTo at 1 (844) 330-3648. Cost applies.



Tips to Save Money

Preventive/Wellness Exams Covered at 100%

- Preventive care is equal to one physical exam per year per enrolled member.
- Females get an annual well-woman exam covered at 100% in addition to their annual exam.
- No deductible expenses apply—the exam is no cost to you provided it's coded as preventive.

Prescription Drugs

- Ask your doctor if there's a generic version of the medication they're prescribing or you're already taking.
- Take advantage of the Generic Prescription Savings Programs at major retailers.
- Ask about free samples from your doctor and/or manufacturer rebates.

High Cost Scans, X-Rays & Tests

- MRI, PET scans, CT scans, etc. are nearly 2/3 less costly at free-standing, in-network imaging centers than at hospitals.
- Log on to your member website at www.aetna.com to find free-standing imaging centers that can save you substantial amount of money.

Accessing Medical Care

The ER is a costly experience for issues that aren't true emergencies. There are alternatives that can offer you quick care at a much more affordable cost. The key is finding these alternatives today when you're happy and healthy.

- Telemedicine: for general, dermatology or behavioral health symptoms, schedule a virtual visit with a licensed doctor.
- Doctor's office: for symptoms that aren't extreme, call and let them know your symptoms require immediate attention.
- Convenient Care Clinics: use when you don't have a primary doctor or can't get an appointment. Good for fever, sore throat/strep, coughs/congestion, sports physicals, UTIs, etc.
- Urgent Care (UC): less costly than the ER; can treat sprains/strains, minor breaks, mild asthma, minor infections, rashes, small cuts, burns, etc.



Dental Insurance | Aetna

Dental Health Maintenance Organization (DHMO)

The DHMO plan requires you to designate an in-network primary care dentist. Your primary dentist will provide all your dental care and referrals if specialty care is required. There is no out-of-network coverage unless in an emergency situation. The DHMO does not have deductibles or maximums. A fixed dollar amount is charged for treatment based off of a pre-determined fee schedule.

Dental Preferred Provider Organization (DPPO)

The DPPO plan allows the flexibility to select a dentist of your choice. Out-of-pocket costs can be managed more efficiently by using an in-network dentist. Each type of service or procedure fits into a category based on complexity and cost, such as:

Preventive:

- Exams / Cleanings
- Fluoride
- Space Maintainers

Basic:

- Sealants
- Fillings
- Root canals
- Extractions

Major:

- Crowns
- Dentures
- Implants

Choice of plan options:	DHMO	DPPO	
	<i>In-Network Benefits Only</i>	<i>In-Network</i>	<i>Out-of-Network*</i>
Network Name	DHMO	Passive PPO w/PPOII and Extended Networks	
Deductible			
Individual	N/A	\$50	\$50
Family	N/A	\$150	\$150
Office Visit Copay	\$0 Copay	N/A	N/A
Preventive Coinsurance	Scheduled Fee	100% <i>Deductible waived</i>	100% <i>Deductible waived</i>
Basic Coinsurance	Scheduled Fee	80%	80%
Major Coinsurance	Scheduled Fee	50%	50%
Annual Plan Maximum	Unlimited	\$1,000	\$1,000
Orthodontia	Adults & Child(ren)	Child(ren) to age 19 only	
Orthodontia Coinsurance	Scheduled Fee	50%	50%
Orthodontia Lifetime Maximum	Unlimited	\$1,000	\$1,000

**Non-network (out-of-network) dentists do not agree to accept Aetna's allowed fees as payment in full. Payment is based on the lesser of the dental provider's submitted fee or the Aetna allowed amount (90th percentile of what is Usual & Customary for the geographical area). Out-of-Network providers can charge you (balance bill) for costs exceeding the Aetna allowed amount.*

***If basic and/or major services are required, a pre-determination of benefits is recommended.*

Enhanced Benefit Programs fully cover additional services with no deductible. These programs may be available to Aetna dental members with certain health conditions*:

- One additional dental exam and cleaning
- Scaling and root planing
- Full mouth debridement, which removes hard deposits on the teeth
- Periodontal maintenance

**Exclusions and limitations may apply. Refer to your plan documents and check with your dental provider to find out if these discounts apply*

Aetna **Dental ID Cards** are provided electronically only. You will not receive a dental ID card in the mail.

To access your electronic dental ID card, visit the Aetna member website and/or download the Aetna Health App.



Vision Insurance | VSP

Vision insurance provides reimbursement for vision related services (i.e. eye exams, glasses, contact lenses, etc.) Manage your out-of-pocket costs by using in-network vision providers. Some examples of in-network providers include independent optical shops and Pearl Vision.

Vision Plan Details:	Frequency	In-Network	Out-of-Network
Network	VSP Signature B Network		
Eye Exam	Every 12 months	\$0 or \$20 Copay**	Up to \$50 Reimbursement
Lenses <ul style="list-style-type: none">- Single vision- Bifocal- Trifocal- Lenticular	Every 12 months	\$0 or \$20 Copay**	Reimbursement Varies
Frames	Every 24 months	\$120 allowance + 20% Off Balance	Up to \$70 Reimbursement
Elective Contacts	Every 12 months*	\$120 Allowance	\$105 max allowance

*Contacts and glasses are not covered in the same calendar year.

**Only pay one \$20 Copay for exam or materials, whichever service is provided first.

Enrolled VSP members are eligible for additional perks:

TechShield

Reduce your glare exposure and save! Your VSP benefit provides savings on TechShield Anti-Reflective Coatings. TechShield is an advanced anti-reflective coating that helps combat digital eye strain by reducing your exposure to blue light from smartphones, tablets, computer monitors, LED and CFL lighting, and the sun.

SunSync Light-Reactive Lenses

These lenses are backed by a one-year, 100% satisfaction guarantee. If you're not completely satisfied, VSP will refund any associated out-of-pocket expenses, less any copays, and replace your SunSync lenses with clear, prescription lenses free of charge.

Eyeconic

With Eyeconic, employees get the convenience of online shopping and additional savings along with the personal touch from a VSP network doctor.

TruHearing Hearing Aid Discount Program

VSP members can save up to 60% on the latest brand-name hearing aids. Dependents and even extended family members are eligible for exclusive savings, too. Visit truhearing.com/vsp to learn more.

Simple Values

Enjoy VSP Simple Values—an exclusive member extra that gives you and your family access to valuable discounts and everyday savings.

Visit www.vsp.com/offers for a complete list of available perks.



Basic Life and AD&D | The Hartford

Basic Life Insurance helps ease your loved ones' financial burden. The designated beneficiary will receive the benefit in the event of your death. Accidental Death and Dismemberment (AD&D) provides an additional benefit in the event of your death or dismemberment due to a specifically covered accident. Always make sure your beneficiaries are up-to-date. This is an employer paid benefit for all full-time employees.

	Basic Life/Accidental Death & Dismemberment
Benefit Amount	\$30,000 per employee - Life \$30,000 per employee - AD&D



Voluntary Term Life and AD&D | The Hartford

Voluntary Term Life/AD&D allows the purchase of additional coverage at your own expense. Please remember to make sure your beneficiary or beneficiaries are updated.

A spouse's maximum election cannot exceed 50% of the employee's election amount.

	Employee	Spouse	Child(ren) <i>Age 15 days to 26 years</i>
Coverage Increments	\$10,000	\$5,000	\$5,000
Maximum Benefit Amount	\$300,000	\$150,000	\$15,000
Guaranteed Issue Amount*	\$150,000	\$50,000	\$15,000

**Guarantee issue applies to new hires only.*

The cost of the benefit is 100% paid by you. Your age and the amount of insurance elected determines the premium paid. Spouse rate is based on employee age.

Evidence of insurability (EOI) is required if you and/or your spouse previously waived, did not enroll at initial eligibility, or wish to increase in coverage.



Employee Assistance Program (EAP) | The Hartford

The **Ability Assist® Counseling Services** program, offered by The Hartford through their partnership with ComPsych®, provides assistance for a broad range of concerns including stress management, depression and anxiety, relationship or family conflicts, workplace conflicts, legal or financial difficulties, and drug or alcohol abuse. Services are confidential - neither your employer nor co-workers have knowledge of your request for help. EAP services are available 24 hours a day, 7 days a week for you and your eligible dependents at no cost to you.

Possible reasons to call can include:

- Stress and depression
- Life transitions
- Grief and loss
- Parenting and child care
- Elder care referrals
- Domestic violence
- Workplace conflict
- Work/life balance
- Addiction and recovery
- Financial issues
- Legal assistance
- And more

The EAP offers up to 3 face-to-face visits with trained counselors for each concern you may have. For more information on health topics visit guidanceresources.com. To contact an EAP representative, call (800) 964-3577.



Benefit Hub

We've made it easy for you to access thousands of amazing discounts, cashback offers, discounted gift cards, and purchase additional voluntary benefits all in one place! BenefitHub offers worksite benefits available to all employees on a direct bill basis. Enjoy savings on travel, movie tickets, car buying, electronics and more! Enjoy free discounts, cashback and perks on thousands of brands you love in a variety of categories:

- Travel
- Auto
- Electronics
- Apparel
- Local Deals
- Education
- Entertainment
- Restaurants
- Health and Wellness
- Beauty and Spa
- Tickets
- Sports & Outdoors

Wherever you are, check out your exclusive perks for local discounts and products to purchase.

Go to: limricc.benefithub.com

Registration may be required to purchase discounts, products and/or services.

Questions? Call 1-866-664-4621 or email customercare@benefithub.com

*Please note that products purchased on BenefitHub will be 100% paid for by the employee on a post tax basis and billed directly to the employee using the payment option of their choice. These benefits are individual policies and written outside of Procom, meaning even if you leave the company these products are yours to keep.



Carrier Information

Medical HMO

Carrier	Aetna
Website	www.aetna.com
Phone Number	888-290-7241 Pharmacy: 888-792-3862
Network	Open Access Select
Policy Number	170183-10

Medical PPO750 / PPO1500 / HDHP

Carrier	Aetna
Website	www.aetna.com
Phone Number	888-290-7241 Pharmacy: 888-792-3862
Network	Choice POS II
Policy Number	170183-11 / 170183-12 / 170183-13

Dental DHMO

Carrier	Aetna
Website	www.aetna.com
Phone Number	877-238-6200
Network	DHMO
Policy Number	170184

Dental DPPO

Carrier	Aetna
Website	www.aetna.com
Phone Number	877-238-6200
Network	Passive PPO w/PPOII and Extended Networks
Policy Number	170184

Vision

Carrier	VSP
Website	www.vsp.com
Phone Number	800-877-7195
Network	VSP Signature B Network
Policy Number	12240240

Basic Life and AD&D

Carrier	The Hartford
Website	www.thehartford.com/employee-benefits
Policy Number	891881

Voluntary Term Life and AD&D

Carrier	The Hartford
Website	www.thehartford.com/employee-benefits
Policy Number	891881

Employee Assistance Program

Carrier	ComPsych Guidance Resources
Website	www.guidanceresources.com
Phone Number	800-964-3577
Web ID	HLF902
Company Name	ABILI

Questions?

Contact your Library HR Representative



NOTE: This Benefits Summary is merely intended to provide a brief overview of the Company's employee benefit programs. Employees should review the Company's employee handbook and actual plan documents for the precise terms of such programs. In the event of any inconsistency between this Benefits Summary and such governing documents, the governing documents will control. The Company reserves the sole and absolute discretion and right to interpret, apply, amend, discontinue or terminate, without prior notice, any and all of the benefit programs referenced herein. Voluntary plans are individual policies and are not considered sponsored or endorsed plans by your employer. See a benefit counselor for your customized quote for any additional benefit programs.

Summary Plan Description

For the

LIMRiCC Wrap Welfare Benefits Plan

**As Amended and Restated
Effective as of January 1, 2022**

***This document together with the Certificates of Coverage or the
Component Benefit Plans and other documents identified in this document
constitutes the Summary Plan Description.***

LIMRiCC Wrap Welfare Benefits Plan
SUMMARY PLAN DESCRIPTION
Table of Contents

INTRODUCTION	1
GENERAL INFORMATION PERTAINING TO THE PLAN	1
ELIGIBILITY, PARTICIPATION AND BENEFITS.....	3
BENEFIT ELECTIONS.....	5
CLAIMS PROCEDURES	7
COVERAGE WHILE ON LEAVE OF ABSENCE.....	16
CERTAIN FEDERAL RIGHTS OF INDIVIDUALS UNDER HEALTH PLANS	18
EMPLOYER’S, AND PLAN ADMINISTRATOR’S, RIGHTS UNDER THE PLAN	24
OTHER CONTINUATION / CONVERSION PRIVILEGES	26
ERISA RIGHTS.....	27
APPENDIX A: COMPONENT BENEFIT PLANS	28
APPENDIX B: LOOK-BACK PROVISIONS.....	38
APPENDIX C: AFFILIATED EMPLOYERS ADOPTING THE PLAN	40

Introduction

Library Insurance Management and Risk Control Combination (the “Plan Sponsor”) hereby amends and restates in its entirety the LIMRiCC Wrap Welfare Benefits Plan (the “Plan”). The Plan’s purpose is to combine in one plan document provisions of the health and welfare benefit plans (the “Component Benefit Plans”) sponsored by Library Insurance Management and Risk Control Combination and any affiliated members (see **Appendix C**), and to provide uniform administration of these health and welfare benefits. The Component Benefit Plans are listed in **Appendix A** to this Summary Plan Description (“SPD”). This SPD reflects and summarizes the terms of the Plan in effect on January 1, 2022.

The insurance contracts (including Certificates of Coverage), summary plan descriptions, policies and procedures, and any other documents making up the Component Benefit Plans are not affected by the adoption of the Plan, and the terms of the Component Benefit Plans will continue to control for purposes of determining your benefits. (References in this document to insurance contracts, insurance policies and insurance generally will include HMO contracts (if any) or similar arrangements.) The terms of each Component Benefit Plan are incorporated into this SPD by reference and will continue to act as the primary source of information for each Component Benefit Plan. However, if a conflict of language exists between the Component Benefit Plan and the Plan or SPD, the Component Benefit Plan will control as long as the Component Benefit Plan is not inconsistent with Federal law and regulations. The exception is, regardless of a Component Benefit Plan’s identification of a Plan Year or Plan Number, the Plan Year or Plan Number of this SPD will control.

Note: Every effort has been made to accurately describe the Plan in this SPD. However, if there should be a discrepancy between the SPD and

the Plan document -- or if the Plan is required to operate in a different manner to comply with Federal laws and regulations -- the Plan document or the appropriate Federal laws and regulations will control.

If you have not received a Certificate of Coverage (which also may be known as a certificate of insurance or evidence of coverage) or other document that summarizes in detail a Component Benefit Plan, you may request the Certificate of Coverage or other document which will be made available by the Plan Administrator (identified under the heading “Plan Administrator”) to you or your beneficiaries without cost.

In order to protect your and your family’s rights, you should keep the Plan Administrator informed of any changes in your address or email and the addresses of any family members who are covered by the Plan.

General Information Pertaining to the Plan

[Plan Name, Sponsor and Employer EIN](#)

The name of the Plan is LIMRiCC Wrap Welfare Benefits Plan. Library Insurance Management and Risk Control Combination is the Plan Sponsor. The Employer’s address is Lauterbach & Amen, LLP c/o LIMRiCC, 668 North River Road, Naperville, IL, 60563. The Employer’s telephone number is 630-393-1483. The Employer’s Federal employer identification number (EIN) is 36-3997496.

[Plan Year](#)

For recordkeeping purposes, the Plan Year for the Plan is the 12 month period beginning on January 1 and ending December 31.

[Plan Number](#)

The number of this Plan is 501.

Type of Welfare Benefit Plan(s)

The Plan may provide various welfare benefits under the Component Benefit Plan(s) listed in **Appendix A** to this SPD.

Funding

Benefits under the Plan are funded by one or more of the following methods selected by Library Insurance Management and Risk Control Combination for a Component Benefit Plan: insured benefits, self-funded benefits (these are benefits funded by general assets of the Plan Sponsor or through a trust), or a combination of insured benefits, self-funded benefits and trust benefits. For details on the funding status of Component Benefit Plans, see **Appendix A**. Funding for the Plan will consist of the funding for all Component Benefit Plans and may include funding through a cafeteria plan which, if available, is identified as a funding source in **Appendix A**.

Library Insurance Management and Risk Control Combination has the right to pay benefits from its general assets, insure any benefits under the Plan, and establish any fund or trust for the holding of contributions or payment of benefits under the Plan, either as mandated by law or as Library Insurance Management and Risk Control Combination determines advisable in its sole discretion. In addition, Library Insurance Management and Risk Control Combination has the right to alter, modify or terminate any method or methods used to fund the payment of benefits under the Plan, including, but not limited to, any trust or insurance policy. If any benefit or portion of the benefit is funded by the purchase of insurance, the benefit or portion of the benefit will be payable solely by the insurance company.

Plan Administrator

The Plan Administrator is Library Insurance Management and Risk Control Combination, Lauterbach & Amen, LLP c/o LIMRiCC, 668 North River Road, Naperville, IL, 60563, telephone number 630-393-1483, which, for insured benefits offered through the Plan,

administers the Component Benefit Plans with the insurance companies providing benefits under the Component Benefit Plans as named fiduciaries. The insurance companies shown in **Appendix A** are responsible for considering, accepting or denying, and paying claims for the insured benefits. The indicated insurance company is responsible for considering any appeals to the insured benefits made following a Component Benefit Plan's claim procedures and, if applicable, the claim procedures indicated in this SPD. Any third-party administrator ("TPA") responsible for administering a Component Benefit Plan not funded through insurance may be listed in **Appendix A**. Therefore, the Plan Sponsor is the administrator of the Component Benefit Plan, unless otherwise specified in **Appendix A**, which identifies the administrator as the "Sponsor" or the "Insurer" or the "Contract Administrator." In addition, if a party has accepted named fiduciary status in considering, accepting or denying, and paying claims (including any appeals relating to such claims), that party (also referred to as a "Claim Fiduciary") is identified in **Appendix A**.

Agent for Service of Legal Process

The agent for service of legal process is Library Insurance Management and Risk Control Combination, Lauterbach & Amen, LLP c/o LIMRiCC, 668 North River Road, Naperville, IL, 60563. Service may also be made on the Plan Administrator.

Named Fiduciary

The Plan Administrator is the primary named fiduciary of the Plan and has the exclusive and express discretionary authority to interpret the terms of the Plan and the terms of all the Component Benefit Plans to the extent not delegated to another named fiduciary. For insured Component Benefit Plans, the insurance company is also a named fiduciary under the Plan as to the determination of the amount of, and entitlement to, insured benefits with the full power to interpret and apply the terms of the Plan as they relate to the benefits provided

under the insurance policy. In addition, where any other party has accepted status as a named fiduciary, with respect to the determination of the amount of, and entitlement to, benefits under any uninsured Component Benefit Plan, such named fiduciary (also referred to as the Claim Fiduciary) with respect to the applicable Component Benefit Plan is identified in **Appendix A**.

Insurance Company Refund

Library Insurance Management and Risk Control Combination may be eligible to receive a refund/rebate from an insurance company. This refund/rebate, if any, may be subject to the Medical Loss Ratio ("MLR"), and if so, it will be distributed as outlined in the Plan document.

Plan Document

The Plan and those documents incorporated by reference in the Plan compose a written employee benefit welfare plan.

Coverage for Spouses, Dependents, and/or Domestic Partners

One or more Component Benefit Plans covered under the Plan may identify spouses, dependents/children, domestic partners and others as eligible non-employee participants on **Appendix A**. The provisions relating to that coverage should be detailed in the Certificates of Coverage or other Component Benefit Plan documents. Note that you have an obligation to notify the Plan Sponsor promptly of any loss of dependent status.

If you want to enroll your domestic partner, you should ask at the time of enrollment elections what information is necessary to apply, including any affidavit and/or other documentation required by the Plan Administrator. Contact the Plan Administrator if you have questions.

No Guarantee of Non-Taxability

The Plan provides benefits often intended to be non-taxable. The Plan Administrator or any fiduciary or party associated with the Plan will not be in any way liable for any taxes or any

other liability incurred by you or any person claiming through you.

No Guarantee of Employment

The offering of the Component Benefit Plans under the Plan is not a commitment or guarantee of employment by any Employer and does not affect any Employer's rights to discharge any employee.

Nondiscrimination

Contributions and benefits under the Plan will not discriminate in favor of "highly compensated employees" or "key employees" as such terms are defined under the Code. The Employer may limit or deny your compensation reduction agreement to the extent necessary to avoid such discrimination in compliance with federal law. You will be notified if this impacts you.

Anti-Assignment

You cannot assign, pledge, encumber or otherwise alienate any legal or beneficial interest in benefits or any other rights or obligations under the Plan and any attempt to do so will be void. The payment of benefits directly to a health care provider, if any, shall be done as a convenience to the participant and shall not constitute an assignment of benefits under the Plan.

Eligibility, Participation and Benefits

Eligibility and Participation

Eligibility for participation and benefits under the Plan is determined under the written terms of the Plan and each Component Benefit Plan. See a summary of more information regarding eligibility and participation in **Appendix A**.

If you previously participated in the Plan and are rehired, you will be eligible to become a Participant on the same terms as if you were a

newly hired employee. However, in most instances, group health plans offered by an “applicable large employer” (generally, an employer that employs an average of at least 50 full-time employees (including full-time equivalent employees)) are subject to the Affordable Care Act and have special rehire rules. These rules are as follows: if your Employer is subject to the ACA and you return to work after a period during which you were not credited with any hours of service, you may be treated as having terminated employment and been rehired as a new Employee only if the following conditions apply: (i) you had no hours of service for a period of at least 13 consecutive weeks (26 for educational organization employers); or (ii) you had a break in service of a shorter period of at least four consecutive weeks with no credited hours of service, and that period exceeded the number of weeks of your period of employment. These provisions are intended to comply with the ACA and are not intended to expand the rights or benefits of employees for any other purpose and should be so construed.

If your Employer believes it is an “applicable large employer” under the ACA, it may elect to take advantage of the look-back provisions of the ACA. See **Appendix B** for details.

Insurance carriers sometimes impose an “actively at work” requirement for certain types of insurance (for example, life and disability). Therefore, your participation in those benefits may be delayed or otherwise affected. This requirement would be reflected in your Certificate of Coverage. This may also be the case in which you are rehired as an employee.

Note that the “actively at work” requirement does not apply to a Group Health Plan (other than one offering only HIPAA-excepted coverage) unless there is an exception for individuals who are absent from work due to a health factor (e.g., individual is out on sick leave on the day the coverage would otherwise become effective).

As to any Component Benefit Plan that is a group health plan (other than one offering only HIPAA-excepted coverage), any otherwise eligible employee must wait no longer than ninety (90) days to begin coverage under such Component Benefit Plan.

Contributions

The cost of the benefits provided through the Component Benefit Plans may be funded in part by Employer contributions and in part by your contributions. In some instances, a Component Benefit Plan may require only you or LIMRiCC Member to contribute. If specified in **Appendix A**, the cost of benefits provided through a Component Benefit Plan may be funded pre-tax through a cafeteria plan under Section 125 of the Internal Revenue Code. The sources of Plan contributions are listed in **Appendix A**. Each LIMRiCC Member will determine and periodically communicate your share of the cost of the benefits provided through each Component Benefit Plan, and it may change that determination at any time. Each LIMRiCC Member will make any Employer’s contributions in an amount that in the Employer’s sole discretion is at least sufficient to fund the benefits or a portion of the benefits that are not otherwise funded by your contributions. Each LIMRiCC Member will pay its contribution and your contributions to an insurance company or, for benefits that are self-funded, will use these contributions to pay benefits directly to or on behalf of you or your eligible family members. Your contributions will be used in their entirety prior to using Employer contributions to pay for the cost of that benefit. Where relevant to a Component Benefit Plan, you will receive during the open enrollment period notice of the amount for which you are responsible. If your cost for a Component Benefit Plan is adjusted during the Plan Year, you will be notified of that adjustment unless the Component Benefit Plan provides otherwise.

The Plan Administrator will have the right to recover any payment it made but should not

have made or made to an individual or organization not entitled to payment, from the individual, organization or anyone else benefiting from the improper payment.

Benefits Available

The benefits available under the Plan consist of the benefits available under the Component Benefit Plans, including all limitations and exclusions for each Component Benefit Plan's benefits. The benefits available under each Component Benefit Plan are set forth in the Component Benefit Plan documents. The availability of benefits is subject to your payment of all applicable contributions and satisfaction of any eligibility or other requirements of a particular Component Benefit Plan.

For any Component Benefit Plan requiring Evidence of Insurability ("EOI"), coverage (or any increase in coverage you have requested, as applicable) will not become effective unless and until underwriting approval has been confirmed by the applicable insurance company.

Where a health benefit involves the use of "network providers" (also sometimes referred to as "PPO", "EPO" or "preferred providers"), you will receive listings of such providers without charge. The listings may be provided in one or more separate documents or by electronic document access via the Internet.

Where a network is involved, a benefit document will include provisions governing the use of such providers, primary care providers or providers of specialty services, the composition of the network and whether and under what circumstances coverage is provided for emergency and out-of-network services.

Loss of Benefits

Your benefits (and the benefits of your eligible dependents) generally will cease when your participation in the Plan terminates. Benefits will also cease upon termination of the Plan.

Other circumstances can result in the termination, reduction, recovery (through subrogation or reimbursement), or denial of benefits. The insurance contracts (including the Certificates of Coverage), plans, and other governing documents of the Component Benefit Plans provide additional information. The subrogation provisions of the Plan are discussed in more detail in the section "Employer's Right of Reimbursement."

Benefit Elections

Electing Your Benefits for the Plan Year Under a Component Benefit Plan

Some of the Component Benefit Plans may require you to make an annual election to enroll for coverage for the next plan year prior to the beginning of that year. The plan year for each Component Benefit Plan should be set forth in that plan and may be different than the Plan Year for this Plan. Thus, the discussion below regarding plan year refers to the relevant Component Benefit Plan's plan year.

If you first become eligible to participate in a Component Benefit Plan during a plan year in progress, your initial elections pertain to the remaining part of that plan year. Then, before each new plan year begins, you will have an opportunity to change or cancel your elections during the annual open enrollment period. The annual open enrollment period is described below.

Making Your Elections

In making your elections, you may elect and enroll for some or all of the benefits available under a Component Benefit Plan. You may also elect not to participate in a Component Benefit Plan for which annual elections are then being made.

Benefits are elected by completing and submitting an election form in a format approved by the Plan Administrator (whether in paper or electronic format) before the end of

the annual open enrollment period. When you make your elections, you also authorize the necessary payroll deductions for paying your part of the cost of the benefits you elect.

Once you are a participant in the Plan, if you become eligible for additional benefits during a plan year, you will be given an opportunity to elect and enroll in the benefits for which you are newly eligible.

Annual Election Period

Before the beginning of each plan year, Library Insurance Management and Risk Control Combination often may hold an annual open enrollment period. In that case, Library Insurance Management and Risk Control Combination will notify you when the dates for the annual open enrollment period will occur each year. During this time, you may make new elections for the upcoming plan year. Your elections from the prior year may roll forward to the current year. You should consult with material provided to you during the annual open enrollment period to determine whether an election is required.

Changing Your Elections during a Plan Year

Where a Component Benefit Plan is funded through a cafeteria plan, once you have made your elections for a plan year, it pertains to the entire plan year as it applies to that Component Benefit Plan and cannot be changed or cancelled during that time except in certain limited situations that are described in the cafeteria plan. Other election restrictions may apply to Component Benefit Plans. For example, if you elect not to participate in the health plan when first eligible, you may need to wait until an open enrollment period as specified in the Component Benefit Plan.

If you, your spouse, or your dependent child experience a “change in status,” and that change in status makes you, your spouse, or your dependent child eligible or ineligible for any of the pre-tax benefits, or for any of the benefit options sponsored by your spouse’s or

your eligible dependent child’s employer, you may change the amount of your election in a way that is consistent with that “change in status,” provided you notify the Plan Administrator of such change within 30 days (or, for some employers, 31 days) (or within 60 days in the event of a Medicaid- or CHIP-related special enrollment) of such change. The determination of whether you have experienced an event that would permit an election change and whether your requested election change is consistent with such an event shall be made in the sole discretion of the Plan Administrator.

These rules also apply to a spouse and other individuals such as a domestic partner under certain circumstances.

A “change in status” includes a change in the following:

- (a) marriage;
- (b) other changes in your legal marital status (for example, your divorce, annulment, or legal separation, or the death of your spouse);
- (c) birth or adoption of a child, including placement for adoption;
- (d) other changes in the number of your dependents (for example, legal guardianship for a child);
- (e) you, your spouse’s or your dependent child’s employment status (for example, terminating or beginning a job; changing the number of hours worked, such as switching from full-time to part-time, or vice versa);
- (f) you, your spouse or your dependent child begins or returns from certain types of unpaid leave of absence (FMLA or USERRA) or change in worksite;
- (g) your dependent satisfies or ceases to satisfy eligibility requirements (for example, attainment of the limiting age,

loss of student status, or similar circumstances);

- (h) your (or your spouse's or dependent's) residence that results in gaining or losing eligibility for a health care option (such as moving out of an HMO service area); and
- (i) any other event specified under the Employer's cafeteria plan that is consistent with IRS regulations and pronouncements, such as the specific situations related to the availability of coverage through a Health Insurance Exchange (or Marketplace) as provided in IRS Notice 2014-55, which allows prospective revocation of the employee's election under certain circumstances.

in submitting an individual claim or appealing an unfavorable claim determination.

Your personal representative will be required to produce evidence of his or her authority to act on your behalf. The Plan may require you to execute a form relating to the representative's authority before that person will be given access to your protected health information or allowed to take any action for you. (A mere assignment or attempted assignment of your benefits does not constitute a designation of an authorized personal representative. Such a delegation must be clearly stated in a form acceptable to the Plan.) This authority may be proved by one of the following:

- (a) A power of attorney for health care purposes, notarized by a notary public;
- (b) A court order of appointment of the person as the conservator or guardian of the individual; or
- (c) An individual who is the parent of a minor child.

The Plan retains discretion to deny access to your protected health information to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

Claims Procedures

Benefits Administered by Insurers and TPAs

Claims for benefits that are insured or administered by a TPA must be filed in accordance with the specific procedures contained in the insurance policies, Component Benefit Plans or the third party administrative services agreement. The name (and in the case of group health plan claims, the address) of the individual insurance company providing benefits and reviewing claims relating to its insurance policy is set forth in **Appendix A**. Further, the name and address of the TPA (if any) that reviews claims made under a Component Benefit Plan may be set forth in **Appendix A**. All other general claims or requests should be directed to the Plan Administrator.

Personal Representative

You may exercise your rights directly or through an authorized personal representative. You may only have one representative at a time to assist

General Claims Procedure

If you have a claim for benefits which is denied or ignored, in whole or in part, and if you have exhausted the claims procedures available to you under the Plan (discussed under the heading Claims Procedure), you may file suit in a State or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court.

The Plan's claims procedures are described below. (These claims procedures do not apply to any cafeteria plan which is a premium-only

plan ("POP") or to any dependent care assistance plan offered.)

The following procedures will be followed for denied claims under a Component Benefit Plan that is not a group health plan or disability plan. For group health claims and disability claims, see headings "Special Rules for Group Health Plan Claims" and "Special Rules for Disability Claims."

- (a) If your claim is denied, you or your beneficiary will receive written notification within 90 days after your claim was submitted. Under special circumstances, the Claim Fiduciary may take up to an additional 90 days to review the claim if it determines that such an extension is necessary due to matters beyond its control. If an extension of time is required, you will be notified before the end of the initial 90-day period of the circumstances requiring the extension and the date by which the Claim Fiduciary expects to render a decision. The written notification of a denied claim for benefits will include the reasons for the denial, with reference to the specific provisions of the Component Benefit Plan on which the denial was based, a description of any additional information needed to process the claim, and an explanation of the claims review procedure. If you do not receive a response within 90 days, your claim is treated as denied.
- (b) Within 60 days after notification of a claim denial, you may appeal the denial by submitting a written request for reconsideration of the claim to the Plan Administrator or its delegate such as the insurance company or TPA, which includes the reasons why you feel the claim is valid and the reasons why you think the claim should not be denied. Before submitting an appeal request, you may request to examine and

receive copies of all documents, records, and other information relevant to the claim. If you fail to file an appeal for review within 60 days of the denial notification, the claim will be deemed permanently waived and abandoned, and you will be precluded from reasserting it under these procedures or in a court or any other venue. Documents, records, written comments, and other information in support of your appeal should accompany any appeal request. The Plan Administrator or its delegate will consider such information in reviewing the claim and provide, within 60 days, a written response to the appeal. This 60-day period may be extended an additional 60 days under special circumstances, as determined by the Plan Administrator or its delegate due to matters beyond its control. If an extension of time is required, you will be notified before the end of the initial 60-day period of the circumstances requiring the extension and the date by which the Plan Administrator or its delegate expects to render a decision. The Plan Administrator's response (or its delegate's) will explain the reason for the decision with specific reference to the provisions of the Plan on which the decision is based, a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits and a statement about your right to bring a civil action.

- (c) The Plan Administrator or its delegate has the sole discretion to interpret the appropriate Plan provisions, and such decisions are conclusive and binding.
- (d) To the extent not inconsistent with the provisions of the applicable Component Benefit Plan, with respect to any civil

action brought under the Plan, a claimant will be barred from bringing such civil action after one year from the date of exhausting the Plan's claims procedures relating to the denial of the claim. In the case of a group health plan claim discussed below, this includes not only exhausting the Plan's internal claims procedure but also exhausting the Plan's external claims procedure, where applicable.

Special Rules for Group Health Plan Claims

For purposes of ERISA, there are four categories of claims under a Component Benefit Plan that is a group health plan (e.g., medical, dental, vision and EAP benefits), and each one has a specific timetable for approval, request for additional information, or denial of the claim. The four categories of claims are:

Urgent Care Claims - a claim where failing to make a determination quickly could seriously jeopardize a claimant's life, health, or ability to regain maximum function, or could subject the claimant to severe pain that could not be managed without the requested treatment. A licensed physician with knowledge of the claimant's medical condition or an insurance company or TPA (applying the judgment of a prudent layperson that possesses an average knowledge of health and medicine) may determine if a claim is an Urgent Care Claim.

Pre-Service Claims - a claim for which you are required to get advance approval or pre-certification before obtaining service or treatment for the medical services.

Post-Service Claims - a request for payment for covered services you have already received.

Concurrent Care Claims – a request to extend an ongoing course of treatment beyond the period of time or number of treatments that has previously been approved under the Plan.

- (a) Time for Decision on a Claim. The time deadline for making decisions on claims under the Plan depends on the category

of the claim. (See Time Limit Chart below for maximum time limits.) You will be notified of any determination on your claim (whether favorable or unfavorable) as soon as possible. If an Urgent Care Claim is denied, you will be notified orally and written notice will be provided to you within three days.

Note that fully-insured plan claims (if any) may be subject to an even more accelerated response time by the insurance company handling the claim. See Certificates of Coverage for details.

If additional information is needed because necessary information is missing from the initial claim request, a notice requesting the missing information from you will be sent within the timeframes shown in the chart below and will specify what information is needed. You must provide the specified information to the Claim Fiduciary within 45 days after receiving the notice. The determination period will be suspended on the date the Claim Fiduciary sends a notice of missing information and the determination period will resume on the date you respond to the notice.

Under special circumstances with respect to pre-service and post-service claims, the Claim Fiduciary may take up to an additional 15 days to review the claim if it determines that such an extension is necessary due to matters beyond its control. If an extension of time is required, you will be notified before the end of the initial claim determination time period of the circumstances requiring the extension and the date by which the Claim Fiduciary expects to render a decision. The notice of extension that you receive will include (i) an explanation of the standards on which entitlement to benefits is based; (ii) the unresolved

issues that prevent a decision on the claim; and (iii) any additional information needed to resolve those issues.

(b) **Notification of Denial.** Except for Urgent Care Claims, when notification may be oral followed by written notice within three days, you will receive written notice if your claim is denied. The notice will contain the following information:

- (1) the specific reason or reasons for the adverse determination;
- (2) reference to the specific Plan provisions on which the determination was made;
- (3) a description of any additional material or information necessary to perfect your claim and an explanation of why this material or information is necessary;
- (4) a description of the Plan's review procedures and the time limits that apply to these procedures, including a statement of your right to bring a civil action if your claim is denied on review;
- (5) a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim;
- (6) if an adverse determination is based on an internal rule, guidance, protocol, or other similar criteria, an explanation of those criteria or a statement that the criteria will be provided to you free of charge upon request; and

(7) if the adverse determination is based on a medical necessity or experimental treatment limit or exclusion, an explanation of the scientific or clinical judgment on which such decision is based, or a statement that such explanation will be provided free of charge upon request of such person or persons who conducted the initial claim determination. The Plan fiduciary will provide an independent full and fair review of your claim and will not give any deference or weight to the initial adverse determination. You will receive a written notice of the decision on review.

(c) **How to Appeal a Denied Group Health Plan Claim.** If your claim is denied, you, your attorney or your personal representative (see Personal Representative section above) will have 180 days following the date you receive written notice of the denial in which to appeal such denial. If you fail to file an appeal for review within 180 days of the denial notification, the claim will be deemed permanently waived and abandoned, and you will be precluded from reasserting it under these procedures or in a court or any other venue. Unless you are appealing the denial of an Urgent Care Claim, your request for review should be made in writing. If you are requesting review of an Urgent Care Claim, you may request review orally or by facsimile. A request for review must contain your name and address, the date you received notice your claim was denied, and your reason(s) for disputing the denial. You may submit written comments, documents, records, and other information relating to your claim. If you request, you will be provided, free

of charge, reasonable access to, or copies of, all documents, records, and other information relevant to the claim.

The period of time for the Plan to review your appeal request and to notify you of its decision depends on the type of claim as follows:

Urgent Care Claim – 72 hours; you will be notified orally and written notice will be provided within three days.

Pre-Service Claim – 30 days if the Component Benefit Plan provides for only one mandatory appeal; 15 days for each appeal if the Component Benefit Plan provides for two mandatory appeals.

Post-Service Claim – 60 days if the Component Benefit Plan provides for only one mandatory appeal; 30 days for each appeal if the Component Benefit Plan provides for two mandatory appeals.

The review will take into account all comments, documents, records, and other information you submit relating to your claim, without regard to whether that information was submitted or considered in the initial claim determination. The review will be conducted by a Plan fiduciary other than the person or persons (or subordinate of such person or persons) who conducted the initial claim determination. In addition, if the denial of the claim was based, in whole or in part, on a medical judgment in reviewing the claim, the Claim Fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment in reviewing the claim. This person will not be a person or a subordinate of a person consulted by the Claim Fiduciary in deciding the initial claim. The Plan fiduciary will provide an independent full and fair review of your

claim and will not give any deference or weight to the initial adverse determination. You will receive a written notice of the decision on review. The notice will contain the following information:

- (1) the specific reason or reasons for the denial;
- (2) specific references to the pertinent plan provisions on which the denial is based;
- (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- (4) a statement that a copy of any internal rule, guideline, protocol or other similar criteria relied upon in making the adverse benefit determination is available free of charge upon request;
- (5) a statement that if a denial of the claim is based on medical necessity or experimental treatment, or a similar exclusion or limit, the Claim Fiduciary will, upon request, provide you, free of charge, an explanation of the scientific or clinical judgment, applying the terms of the plan to your medical circumstances; and
- (6) the following statement, if and to the extent applicable and required by law: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Also, upon request, the Claim Fiduciary will provide you with a statement identifying

those medical or vocational experts whose advice was obtained in connection with the

appeal.

Time Limit (Group Health Plan Claims)	Urgent Care*	Pre-Service*	Post-Service*
To make initial claim determination	72 hours	15 days	30 days
Extension (with proper notice and if delay is due to matters beyond Plan's control)	None	15 days	15 days
To request missing information from claimant	24 hours	5 days	30 days
For claimant to provide missing information	48 hours	45 days	45 days

* The Claim Fiduciary will decide the appeal of "Concurrent Care Claims" within the time frame set forth above depending on whether that claim is also an Urgent Care Claim and the request to extend care is not made at least 24 hours prior to the scheduled expiration of treatment, a Pre-Service Claim, or a Post-Service Claim and before the expiration of any previously approved course of treatment. For an Urgent Care Claim that is a Concurrent Care Claim, if the request to extend care is made at least 24 hours prior to the scheduled expiration of the treatment, the initial claim determination will be made no later than 24 hours after such claim is filed with the Claim Fiduciary.

Special Internal Appeals Review Procedures Under the Affordable Care Act

Under the ACA, the following internal claims provisions apply to any "non-grandfathered," non-HIPAA-excepted coverage of the Plan based upon, generally whether the Plan is (1) fully-insured or (2) self-funded for any "Adverse Benefit Determination" (i.e., any medical claim or any claim involving a rescission of coverage).

- (a) A rescission is allowed only upon a finding of fraud or intentional misrepresentation of a material fact;
- (b) You must be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan in connection with the claim. It must also provide you with any new or additional rationale for a denial at the internal appeals stage, and a reasonable opportunity for you to

respond to the new evidence or rationale;

- (c) Decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to an individual by a claims adjudicator or medical expert may not be based on the likelihood that that person will support the denial of benefits due to that influence (this prohibition is to avoid conflicts of interest);
- (d) Notices to claimants by the Plan or Claim Fiduciary must also include additional content as follows:
 - (1) Any notice of Adverse Benefit Determination or final internal Adverse Benefit Determination must include information sufficient to identify the claim involved, including the date of the service, the health care provider, the claim amount (if applicable) and state that, upon your

request, the diagnosis code and treatment code and their corresponding meanings will be provided as soon as practicable.

- (2) Any notice of an Adverse Benefit Determination or final internal Adverse Benefit Determination must include the denial code and corresponding meaning as well as a description of the Plan's standard, if any, that was used in denying the claim. In the case of a final internal Adverse Benefit Determination, this description must also include a discussion of the decision.
- (3) A description of available internal appeals and external review processes, including information about how to initiate an appeal.
- (4) The availability of, and contact information for, an applicable office of health insurance consumer assistance or ombudsman.
- (5) Notices of any Adverse Benefit Determination must be in a culturally and linguistically appropriate manner, consistent with the DOL regulations, to any claimant in the health plan who resides in a county in which ten percent or more of the population is literate only in the same non-English language as determined by guidance published by the DOL (a "10 Percent Non-English County"). For a health plan

that has a claimant in a 10 Percent Non-English County, notices regarding the internal and external claims review must appear in both English and in that other relevant non-English language and, once a request has been made by a claimant, all subsequent notices to such person must be in the applicable non-English language as well. Also, the Plan or Claim Fiduciary must maintain oral language services in the non-English language (such as a telephone customer assistance hotline) to answer questions or provide assistance with filing claims and appeals.

- (e) Generally, the Plan's or Claim Fiduciary's failure to adhere to the requirements of the ACA will allow you to deem the internal claims and appeals process "not in compliance" under the ACA, therefore declaring your claim procedure "exhausted." At this point, you may proceed to pursue any external review process or remedies available.

You may appeal this determination by requesting external review described in more detail, below.

Special State External Appeals Review Process Under the Affordable Care Act

You should be aware that the Department of Labor ("DOL") has given States a number of options to implement protections included in the external review process for any Adverse Benefit Determination that involves medical judgment (including, but not limited to, a determination regarding

medical necessity, appropriateness, health care setting, level of care or effectiveness of a covered benefit; or its determination that a treatment is experimental or investigational) or any claim involving a rescission of coverage (whether or not the rescission has an adverse effect on any particular benefit at this time), relating to *insured health benefits* (and certain self-funded arrangements which have been allowed by State law to be subject to the State's review rules). Please refer to the external appeals table identified here: https://www.cms.gov/CCIIO/Resources/Files/external_appeals.html.

- (a) A State may meet the “strict standards” included in the DOL rules, which set forth 16 minimum consumer protections;
- (b) A State may operate an external review process under “similar standards to those outlined in the July 2010” interim final rule (These “similar standards” apply until January 1, 2018); or
- (c) Where the State meets the “strict standards” or the “similar standards,” your health plan is subject to the external review procedures reflected in the underlying Certificates of Coverage or to a separate claims document to be provided to you by the insurance company or the Plan.

Special Federal External Appeals Review Process Under the Affordable Care Act

Generally, Plans that are either *self-funded* (are not provided through insured health benefits) or *have not elected or are not eligible to qualify for the State review external appeals process* for any Adverse Benefit Determination are subject to Federal review process described below.

- (a) You will have four months after the day you receive notice or are deemed notified of the final internal Adverse Benefit Determination to request an external review of any final internal Adverse Benefit Determination.
- (b) The Plan or Claim Fiduciary has five business days from the date a claim is made to complete a preliminary review to determine if the claim is eligible for external review (determining whether you were covered (eligible) at the time the service was provided), whether the appeal relates to a medical judgment, and whether the internal appeals process has been exhausted (e.g., all relevant information requested from the claimant was provided) and, therefore, considered fully.
- (c) Within one business day after the preliminary review, the Plan or Claim Fiduciary will notify you in writing of its decision. If the claim is complete but not eligible for external review, you will be provided with the reason for its ineligibility and as well as contact information for the Employee Benefits Security Administration. If the claim is incomplete, you will be provided with an explanation of what is necessary to complete the claim and the Plan Administrator or Claim Fiduciary must give you a reasonable time to complete the claim (i.e., the remainder of the four month appeal period or, if later, 48 hours after the notice of incompleteness).
- (d) If you appeal an appealable final internal adverse benefits determination (or challenge whether or not it is appealable),

- your claim must be referred to an Independent Review Organization (IRO) accredited by URAC (formerly known as the Utilization Review Accreditation Commission) or by a similar nationally-recognized accrediting organization to conduct external reviews. The referral will occur through an unbiased selection process involving several IROs.
- (e) Once assigned to the IRO, the IRO must make a determination on a non-Urgent Care Claim within forty-five (45) days after the IRO receives the assignment.
 - (f) If the IRO reverses the decision of the Plan or Claims Administrator, your payments or coverage must begin immediately, even if the Plan or Claims Administrator expects to appeal it to a court of law.
 - (g) You must also have a right to expedited review for an Urgent Care Claim upon request. Once assigned to the IRO, the IRO must make a determination as expeditiously as possible but in no event more than seventy-two hours (or forty-eight hours if the request was not in writing) after its receipt of the request. If the IRO's notice of its determination is not provided in writing within 48 hours after the date of providing that notice it must provide written confirmation to you and the Plan.
 - (h) The contracts with the IROs must include the requirements contained in the DOL Technical Releases, and the IROs must agree, among other things, to the following: de novo review of all information and documents timely received (including the Plan document,

claims records, health care professional recommendations, and clinical review criteria used, if any), retaining its records for six years and making them available to the applicable claimant (or to State and Federal government agencies, to the extent not in violation of any privacy laws) for examination upon request, and inclusion of certain information in notices to claimants.

The Plan intends and is taking steps in good faith to comply with the claims and appeals rules under the ACA and the provisions herein should be interpreted accordingly.

External Review Under the No Surprises Act

The No Surprises Act (the "Act"), part of the broader Consolidated Appropriations Act of 2021, effective January 1, 2022, extended these external claims provision requirements to any Adverse Benefit Determination that involves consideration of whether a plan or insurer is complying with the Act for both grandfathered and non-grandfathered plans.

- (a) On December 30, 2021, the Centers for Medicare and Medicaid Services ("CMS") issued guidance on state-law external review procedures that cannot accommodate external reviews of Adverse Benefit Determinations involving surprise medical billing requirements, which outlined two alternatives:
 - (1) The state may refer the matter to the federal external review procedure, which is administered by the Department of Health and Human Services ("HHS"); or
 - (2) Plans or insurers may request external review of

Act-related issues using an accredited independent review organization that conducts external review for Act-related issues only under the federal process, if applicable requirements are met.

These alternatives may be used until the state review procedure is changed to accommodate external review of Act-related surprise billing issues.

- (b) Reviews under the federal external review process are performed by a contractor called MAXIMUS Federal Services, Inc. ("MAXIMUS").

States will generally have four months from the receipt date of an Adverse Benefit Determination to refer the matter to MAXIMUS. MAXIMUS must provide its determination within 45 days of receiving the request for review.

Coverage While on Leave of Absence

Certain Federal laws only apply based on factors such as the number of employees or Participants relating to an Employer's control group or for other reasons. In this regard, the following laws may be applicable. The provisions specified below are intended to reflect the requirements of such laws and are not intended to grant additional rights beyond such laws to any individual, and such language should be interpreted accordingly.

Family and Medical Leave Act Coverage

The Family and Medical Leave Act of 1993 ("FMLA") generally applies to public agencies with 50 or more employees within a 75 mile radius. FMLA also requires you to have worked a certain number of hours and

months in order to be eligible. If you have questions about whether or how FMLA applies to you, you should contact the Plan Administrator for more details. Where applicable it provides certain rights and options relating to your health plan coverage. Generally, this law requires covered public agencies to provide up to 12 weeks of unpaid, job-protected leave to eligible employees. This family leave is allowed for the following reasons: incapacity due to pregnancy, prenatal medical care, or child birth; care for the employee's child after birth or placement for adoption or foster care; care for the employee's spouse, child or parent who has a serious health condition; or a serious health condition that makes the employee unable to perform the employee's job.

FMLA was expanded for an eligible employee's parents or immediate family members being called to active military duty status or in active military duty in the following ways: (1) the events for triggering family leave now include "qualifying exigencies" of covered service members (refer to the public agency's FMLA leave policy and/or contact the public agency for details); and (2) eligible employees can take up to 26 weeks of job-protected leave in a single 12-month period to care for covered service members with a serious injury or illness.

If you are eligible and choose to take FMLA leave, your public agency must maintain your health coverage under any "group health plan" on the same terms as if you had continued to work. Any changes to the group health plan during the time you are on FMLA leave apply to you. Your public agency must also provide you with notice of any opportunity to change plans or benefits during your FMLA leave period.

Depending on your payment of plan premiums, you may be required to continue to pay premiums during FMLA leave. If you

are 30 or more days late in making payment and your public agency has given you written notice at least 15 days in advance advising that coverage will cease if payment is not received, you will no longer be covered, but upon your return to employment, the public agency is required to restore your coverage. However, if you take FMLA leave and do not return to work after leave for a reason other than medical necessity, then you may be required to reimburse your public agency for the payments made for your coverage during your leave.

You have the right to choose not to retain health coverage during FMLA leave. Upon return from FMLA leave, most employees must still be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of your leave. In addition, your public agency cannot require you to meet any qualification requirements imposed by the plan, including new waiting periods or passing a medical exam to be reinstated.

If you do not return from leave, the 30-day period to request special enrollment in another plan will not start before your FMLA leave ends. Therefore, if you apply for other health coverage, you should tell your plan administrator or health insurer about any prior FMLA leave.

Coverage provided under FMLA is not COBRA coverage, and FMLA leave is not a qualifying event under COBRA. A COBRA qualifying event may occur, however, when an public agency's obligation to maintain health benefits under FMLA ceases, such as if you notify the public agency of your intent not to return to work or if you fail to return to work at the end of the FMLA leave.

Military Service Leave (USERRA Coverage)

Any participant covered under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") will continue to participate and be eligible to receive benefits under any Component Benefit Plan that is a group health plan in accordance with USERRA rules and regulations.

Group health plans and health insurance issuers, under USERRA, must protect all persons who perform duty, voluntarily or involuntarily, in the "uniformed services", which include the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of these services. If you are a pre-service member returning from a period of service in the uniformed services, you are entitled to reemployment from your Employer if you meet the following criteria:

- (a) you held the job prior to service;
- (b) you gave notice to your Employer that you were leaving your employment for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable;
- (c) your cumulative period of service did not exceed five years;
- (d) you were not released from service under dishonorable or other punitive conditions; and
- (e) you reported back to the job in a timely manner or submitted a timely application for reemployment.

The time limits for returning to work are as follows:

- (a) for less than 31 days of service – by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable through no fault of your own, then as soon as possible;
- (b) for 31 to 180 day of service – you must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of your own, then as soon as possible;
- (c) for 181 days or more of service – you must apply for reemployment no later than 90 days after completion of military service;
- (d) for service-connected injury or illness – reporting or application deadlines are extended for up to two years if you are hospitalized or convalescing.

If you were covered under a Component Benefit Plan which is a group health plan immediately prior to taking a leave for service in the uniformed services, you may elect to continue your coverage under USERRA for certain periods required under USERRA, if you pay any required contributions toward the cost of your group health plan coverage during the leave. Any USERRA continuation coverage you elect will end earlier if one of the following events takes place:

- (a) You fail to make a premium payment (or premium equivalent) within the required time;
- (b) You fail to report to work or to apply for reemployment within the time period required by USERRA following the completion of your service; or

- (c) You lose your rights under USERRA, for example, as a result of a dishonorable discharge.

If the leave is 30 days or fewer, your contribution amount will be the same as for active employees, as long as you remain an active employee. If the leave is longer than 30 days, the required contribution will not exceed 102% of the cost of coverage. Coverage continued under this provision runs concurrently with coverage described below under the section entitled “Other Continuation/Conversion Privileges.” If you elect USERRA coverage, you may not elect COBRA coverage during your military service. Likewise, if you elect COBRA continuation coverage during your military service, you may not elect USERRA coverage when your COBRA coverage ends.

If your coverage under the Plan terminated because of your service in the uniformed services, your coverage will be reinstated on the first day you return to employment if you are released under honorable conditions and you return to employment within the time period required by USERRA. See the Plan Administrator for details.

Certain Federal Rights of Individuals Under Health Plans

Certain Federal laws only apply based on factors such as the number of employees or Participants relating to an Employer’s control group or for other reasons. In this regard, the following laws may be applicable. The provisions specified below are intended to reflect a summary of the laws and are not intended to grant additional rights beyond such laws to any individual, and such language should be interpreted accordingly.

Group health plans that offer specific types of benefits, such as coverage for a mastectomy, or mental health or substance use disorders, as well as employers that maintain group health coverage in states that provide for premium assistance through Medicaid or Children's Health Insurance Program (CHIP), are subject to additional notice requirements under ERISA. Model notices, if required, will be provided to you.

Children's Health Insurance Program Reauthorization Act ("CHIPRA")

The Children's Health Insurance Program ("CHIP") was created to provide affordable health coverage to certain individuals and their dependents who are not eligible for Medicaid and cannot get private coverage. Various amendments to CHIP, including CHIPRA permits some states to offer group health plan premium assistance to subsidize premiums. Employers must inform employees of possible premium assistance opportunities available in the state in which they reside.

Consolidated Omnibus Budget Reconciliation (COBRA)

COBRA is a federal law that may let you keep your employer group health plan coverage for a limited time if you or an eligible family member experience a qualifying event. After a qualifying event, COBRA continuation coverage must be offered to each person who is a qualified beneficiary. The Plan Administrator (or third-party COBRA administrator, if any) has to be notified in writing of a qualifying event within 60 days. The Plan Administrator (or third-party COBRA administrator) will offer COBRA continuation to each qualified beneficiary. The full cost of COBRA coverage may be up to 102% of the full cost of coverage (or up to 150% in the case of an extension based on disability). The maximum coverage

period of COBRA coverage offered depends on the type of qualifying event(s) that occurs. The qualified beneficiary must elect to continue coverage within 60 days of the qualified event or the receipt of the COBRA election form, whichever is later. Payment is due to the COBRA administrator within 45 days after the date of the COBRA election and must include the entire payment for the entire period from the date coverage ended through the month of payment.

Employers who employ 20 or more employees are subject to the group health plan continuation provisions of COBRA. Individual states may require companies with fewer than 20 employees to provide continuation of coverage for eligible employees and dependents. Be sure to review your state's law for applicable "mini-COBRA" requirements.

Group Health Plan Coverage Available

Group health plan coverages include medical, dental, vision benefits.

Qualifying Events and Coverage Period

Qualifying events are events that cause a covered employee to lose group health plan coverage. The type of qualifying event determines who the qualified beneficiaries are for that event and the period of time that a plan must offer continuation coverage. COBRA establishes only the minimum requirements for continuation coverage. A plan may always choose to provide longer periods of continuation coverage.

- (a) You are entitled to a coverage period of 18 months for the following qualifying events:
 - (1) termination of employment for reasons other than gross misconduct; or
 - (2) reduction in hours.

(b) You are entitled to a coverage period of 36 months for the following qualifying events:

- (1) divorce or legal separation;
- (2) entitlement to Medicare;
- (3) death; or
- (4) child's ceasing to meet the definition of dependent.

Extension of COBRA Continuation

If you are entitled to an 18-month maximum period of continuation coverage, you may become eligible for an extension of the maximum time period in two circumstances. The first is when a qualified beneficiary is disabled; the second is when a second qualifying event occurs.

- (a) If you or any one of the qualified beneficiaries in your family is determined to be disabled, with proper and timely notice, you may be entitled to an extension of up to 11 additional months of continuation of coverage, for a total maximum of 29 months; or
- (b) If your family experiences another qualifying event (second qualifying event) during the initial COBRA continuation of coverage, with proper and timely notice, you may be entitled to an extension of up to 18 additional months of continuation coverage, for a total maximum of 36 months.

Qualified beneficiary

A qualified beneficiary is an employee or dependent covered by a group health plan on the day before a qualifying event occurred that caused you to lose coverage. Only certain individuals can become qualified beneficiaries due to a qualifying event, and the type of qualifying event determines who can become a qualified beneficiary when it happens.

A covered employee is considered a qualified beneficiary under the following qualified events:

- (a) reduction in hours; or
- (b) termination, other than gross misconduct.

A spouse or dependent child of a covered employee will become a qualified beneficiary if he or she loses coverage under the plan because of the following qualifying events:

- (a) reduction in hours worked by covered employee;
- (b) termination of the covered employee's employment, for any reason other than gross misconduct;
- (c) covered employee becomes entitled to Medicare (under Part A, Part B, or both);
- (d) divorce or legal separation of the spouse from the covered employee;
- (e) death of the covered employee; or
- (f) loss of dependent status under the plan rules (applies only to dependents).

Special Enrollment Rights

Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicare, Medicaid, CHIP, or other group health plan coverage options (such as a spouse's plan) through what is called a 'special enrollment period.' Some of these options may cost less than COBRA continuation coverage and should be considered when electing continuation of coverage.

For more information about your rights under COBRA, and other laws affecting group health plans, visit the U.S.

Department of Labor's Employee Benefits Security Administration (EBSA) website at www.dol.gov/ebsa or call their toll-free number at 1-866-444-3272. For more information about health insurance options available through a Health Insurance Marketplace, visit www.healthcare.gov/.

Family Medical Leave Act (FMLA)

FMLA provides eligible employees who work for a covered employer up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- (a) the birth of a child or placement of a child for adoption or foster care;
- (b) to bond with a child (leave must be taken within one year of the child's birth or placement);
- (c) to care for the employee's spouse, child or parent who has a qualifying serious health condition;
- (d) for employee's own qualifying serious health condition that makes the employee unable to perform the employee's job; or
- (e) for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

The spouse, child, parent or next of kin of a service member with a serious injury or illness may be eligible to take up to 26 weeks of leave in a single 12-month period to care for the service member.

Generally, private employers with at least 50 employees within 75 miles of employee's work location are covered under FMLA. Employees must meet certain criteria to be eligible for FMLA leave as well as provide at least 30 days advance notice of the need for leave. Upon return from FMLA leave, most employees must be

restored to the same job or one nearly identical to it with equivalent pay, benefits and other employment terms and conditions.

Genetic Information Nondiscrimination Act (GINA)

GINA generally prohibits private employers from discriminating on the basis of genetic information collected relating to eligibility, premiums, or contributions. GINA does not apply to employers with less than 15 employees.

Health Insurance Portability and Accountability Act (HIPAA)

HIPAA provides specific rights for participants and beneficiaries in group health plans related to preexisting conditions, discrimination based on health status and special enrollment opportunities. The law requires plans to disclose certain information regarding these rights to participants and beneficiaries, as well as certain other individuals eligible for benefits under the plan.

HIPAA Privacy Notice

The HIPAA Privacy Notice provides that an individual has a right to adequate notice of how a covered entity may use and disclose protected health information (PHI) about the individual, as well as his or her rights, and the covered entity's obligations, with respect to that information. Most covered entities must develop and provide individuals with this notice of their privacy practices.

HIPAA Notice of Special Enrollment

The HIPAA Notice of Special Enrollment describes the requirements for a group health plan to offer special enrollment within 30 days to eligible employees and their dependents who experience the loss of other coverage based on certain events or special enrollment based on a new dependent as a result of marriage, birth of a child, adoption, or placement for adoption.

Medicare Part D – Creditable Coverage

Before October 15 of each year, employers must inform Medicare-eligible participants as to whether the group plan's prescription drug coverage is creditable, meaning that the coverage is expected to pay, on average, as much as the standard Medicare prescription drug coverage. Individuals who do not maintain creditable coverage for 63 days or longer following their initial enrollment period for Medicare Part D may be required to pay a late enrollment penalty.

Mental Health Parity & Addiction Equity Act (MHPAEA)

MHPAEA requires group health plans and health insurance issuers that provide mental health or substance use disorder benefits to provide coverage in a manner that is the same as for physical illnesses and disorders through medical/surgical benefits.

Michelle's Law

Michelle's Law allows continuation of group health coverage for up to one year for full-time students over the age of 26 who are dependent children and who are on medically necessary leave of absence from post-secondary educational institutions.

Newborns' and Mothers' Health Protection Act

Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than the above periods. In any case, such plans and insurers may not, under Federal law, require that a provider obtain authorization from the plan or the insurer

for prescribing a length of stay not in excess of the above periods.

No Surprises Act

The No Surprises Act provisions of The Consolidated Appropriations Act (the "Act") protect consumers from certain surprise medical billing that could arise from the following: (i) out-of-network emergency care; (ii) certain ancillary services provided by an out-of-network provider at an in-network facility; or (iii) out-of-network care provided at in-network facilities without the patient's informed consent. If any of these events occur, the Act protects participants from balance billing and only requires the in-network cost sharing amount to be paid. Providers will not be able to balance bill you and may not ask you to give up your protections not to be balance billed.

Patient Protection & Affordable Care Act (Affordable Care Act or ACA)

The ACA was passed primarily to provide affordable health insurance to more people, expand the Medicaid program for many low-income adults, as well as offer rights and protections that generally include:

- (a) requiring insurance plans to cover people with pre-existing health conditions, including pregnancy, without charging more;
- (b) providing free preventative care;
- (c) covering adult children up to age 26;
- (d) providing Summary of Benefits and Coverage (SBC);
- (e) requiring that a majority of premiums must be spent on healthcare and not on administrative cost and bonuses;
- (f) ending lifetime and yearly dollar limits on coverage of essential health benefits;

- (g) holding insurance companies accountable for rate increases;
- (h) protecting your choice of doctors and access to emergency care;
- (i) making it illegal for health insurance companies to cancel your health insurance just because you get sick;
- (j) protecting you from employer retaliation;
- (k) giving you the right to choose an individual Marketplace plan rather than the one your employer offers you; and
- (l) guaranteeing your right to appeal a coverage decision.

Generally, grandfathered plans (legacy health plans created prior to the passage of the ACA) and non-grandfathered plans that are not HIPAA-excepted coverage still must follow many of the consumer protection provisions afforded under the ACA. Your Plan Administrator will disclose if your plan is grandfathered. Also, see **Appendix A**.

Qualified Medical Child Support Orders (QMCSO)

The QMCSO is a court order, or an order issued by a state administrative agency, that specifically sets forth the rights of dependents (children) to receive benefits under group health plans. An Employer must determine if it “qualified” to provide health insurance coverage to a participant’s noncustodial child(ren). A “qualified” order must disclose the name, address of participant and any alternate recipient, the description of the type of health coverage to be provided, as well as how long it will be continued. Once this is determined, the coverage must be extended.

Uniformed Services Employment and Reemployment Rights Act (USERRA)

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment to undertake military service or certain types of service in the National Disaster Medical System. It also prohibits employers from discriminating against past and present members of the uniformed services. A participant will continue to participate and be eligible to receive benefits. Certain requirements must be met for returning service members to be entitled to reemployment. Continuation of group health coverage will be immediately reinstated on the first day you return to employment if you are released under honorable conditions, and you return to employment within the required time period.

Wellness Program

Wellness Programs are designed health initiatives to maintain or improve the wellbeing of a participant’s physical, emotional, and mental health. This typically is accomplished through health screenings, proper diet, fitness programs, stress management, and illness prevention coupled with an incentive to help participants’ health. If the wellness program requires either an activity-only and/or an outcome-based wellness program, then the participant must be given a notice that states the availability of a reasonable alternative standard (or possibility of waiver of the otherwise applicable standard). Disclosure must include contact information for obtaining the alternative and a statement that recommendations of an individual’s personal physician will be accommodated.

Under the Americans with Disabilities Act (ADA), employers that offer wellness programs that collect employee health information must inform employees offered participation in a wellness program what

employee health information will be collected, how it will be used, who will receive it, and what will be done to keep it confidential. Employees must receive the notice before providing any health information, and with enough time to decide whether to participate in the voluntary program. Reasonable accommodation or an alternative standard may be offered.

Any wellness program related to financial incentives offered must comply with all federal laws, including HIPAA, the ACA, and the ADA.

[Women's Health and Cancer Rights Act \(WHCRA\)](#)

WHCRA requires plans that provide medical and surgical benefits for mastectomies to provide coverage for certain procedures, including reconstructive surgery, prostheses and treatment of physical complications following a mastectomy, as requested from the patient in consultation with her physician.

Plan Administrator's Rights under the Plan

[Right to Change or End the Plan](#)

Library Insurance Management and Risk Control Combination reserves the right to terminate, suspend, withdraw, amend or modify the Plan, or any Component Benefit Plan, in whole or in part at any time. Any affiliated employer reserves the right to withdraw from and terminate its participation in the Plan or Component Benefit Plan, thereby terminating, suspending, amending or modifying the Plan as to its Plan participants. Generally, unless specifically provided otherwise in an underlying document relating to the

applicable Component Benefit Plan, any amounts remaining in the Plan at termination will be distributed as if they were insurance company refunds/rebates (see heading "Insurance Company Refund").

[Right to Interpret the Plan](#)

Library Insurance Management and Risk Control Combination has the right to appoint the Plan Administrator of the Plan. The Plan Administrator has discretion to interpret the provisions of the Plan and any Component Benefit Plan, to make factual determinations, and to delegate such authority. The Plan Administrator's and/or delegate's interpretations and decisions are conclusive and binding on all Plan participants, employers, and all other persons.

[Subrogation and Right of Reimbursement](#)

To the extent not inconsistent with the provisions of any underlying documents incorporated by reference in the Plan, the following provisions will control as to any Component Benefit Plan.

The Plan does not provide primary coverage for expenses associated with an injury or illness caused or worsened by the action of any third party which gives rise to a claim against that party, nor does it provide primary coverage for such expenses to the extent that there is other applicable coverage from a source other than the Plan (including, but not limited to, medical benefits under an automobile insurance policy). If an employee, spouse, or dependent, or any other person specified as an "Eligible Non-Employee" in **Appendix A** (a "Covered Individual") incurs expenses and receives benefits from the Plan or its carrier(s) as a result of an injury or accident caused by the action of a third party, immediately upon payment of any benefits under the Plan, the Plan will be subrogated (substituted) to all rights of recovery against any person or organization whose conduct

or action caused or contributed to the loss for which payment was made by the Plan.

As a condition to participation in or the receipt of benefits under the Plan, a Covered Individual agrees that if such person receives or is entitled to any reimbursement or any other financial recovery from any source, including such Covered Individual's own insurance carrier or another welfare benefit plan (such as a disability plan, if any) sponsored by a Plan Sponsor/Plan Administrator, whether by judgment, settlement, award, government or worker's compensation benefits, or otherwise, on account of such injury or illness, the Plan has the right to recover the amounts the Plan has paid or will pay as a result of that injury, from any amounts a Covered Individual received from any party, and the Plan has a lien on any such recovery. Similarly, if any person, including any natural person or entity, other than a Covered Individual has possession of funds recovered from a third party as to which any Covered Individuals has or had a claim, then the Plan will be subrogated to that claim and will have a right to recover directly from the person that is holding the funds. By participating in and accepting benefits under the Plan in connection with such an injury or illness, a Covered Individual agrees and is bound to assist the Plan in its attempt to recover from that person, assigns any recovery to the Plan and authorizes such Covered Individual's attorney, personal representative, or insurance company to reimburse the Plan. In the event that a Covered Individual is deceased, the Plan has a right to recover funds from such Covered Individual's estate pursuant to this reimbursement provision. The Plan will not pay attorney fees or costs associated with any Covered Individual's claims without prior express written authorization by the Plan, which the Plan may grant or withhold in its sole discretion. In this regard, the Plan will not

be subject to any "make whole" or other subrogation rule that may otherwise apply by law that reduces its right to recover the full amount of its loss unless the Plan has expressly agreed to do so in writing. Rather, the Plan is entitled to full reimbursement:

- (a) before the Covered Individual is entitled to retain any part of such financial recovery, regardless of the stated reason for the financial recovery or whether the Covered Individual has other costs or suffered other injuries not paid for or compensated by the Plan (notwithstanding any "make whole doctrine" by whatever name called);
- (b) without regard to any claim of fault on the part of the Covered Individual, whether under comparative negligence or otherwise;
- (c) without reduction for attorneys' fees and other costs incurred by the Covered Individual in making a recovery without the prior express written consent of the Plan (notwithstanding any "fund doctrine," "common fund doctrine," or "attorneys' fund doctrine" by whatever name called); and
- (d) notwithstanding that the recovery to which the Plan is subrogated is paid to a decedent, a minor, a decedent's estate, or an incompetent or disabled person.

A Covered Individual, and individuals acting on a Covered Individual's behalf, including attorneys, will do nothing to prejudice the Plan's subrogation and reimbursement rights and will, when requested, provide

the Plan with information and cooperate with the Plan in the enforcement of its subrogation and reimbursement rights. It is your duty, and the duty of individuals acting on your behalf, to notify the Plan Administrator within 45 days of the date of the injury or the date when you give notice to any other party, including an attorney, of your intention to pursue or investigate a claim to recover damages on behalf of a Covered Individual. The payment of benefits under the Plan on account of an injury or illness as a result of an action of a third party is contingent on the Covered Individual:

- (a) informing the Plan Administrator of the action to be taken by the Covered Individual;
- (b) agreeing (in such form and to such documents as the Plan may from time to time require) to the Plan being reimbursed from any recovery from a third party and subrogated to any right of recovery the Covered Individual has against a third party;
- (c) refraining from action which would prejudice the Plan's subrogation rights (including, but not limited to, making a settlement which specifically reduces or excludes, or attempts to reduce or exclude, the benefits provided by the Plan); and
- (d) cooperating in doing what is reasonably necessary to assist the Plan in any recovery.

If the Covered Individual should fail or refuse to comply with these subrogation and right of reimbursement provisions, the Covered Individual is not entitled to benefits under the Plan and must reimburse the Plan for any and all costs and expenses, including attorneys' fees, incurred by the Plan in enforcing its rights hereunder. The

Plan may determine not to exercise all of the reimbursement and/or subrogation rights described here in certain types of cases, with respect to certain covered groups, or with respect to certain geographic areas, without waiving its right to enforce its rights in the future as to other groups or in other geographic areas.

For purposes of this section, "reimbursement" includes all direct and indirect payments to a Covered Individual for injury or illness from any source, by way of settlement, judgment, or any other means, including but not limited to, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, no-fault automobile insurance coverage, and homeowner's insurance.

Other Continuation / Conversion Privileges

You may be eligible for continuation of coverage under a COBRA-type continuation of coverage arrangement mandated in the State to which your coverage applies (for example, California, New York, or Georgia) for certain insured benefits. The availability of this continuation coverage and the rules concerning eligibility should be set forth in the policy of the insurance company allowing the continuation of coverage. Since the time period for exercising your right to elect continuation of coverage may be limited, you must inquire with your applicable insurance company as soon as possible once you are no longer eligible for a component benefit under the Plan.

Also, when you are no longer eligible under the Plan (either as an active participant or as a qualified beneficiary receiving continuation coverage), you may be eligible

to obtain an individual conversion policy for one or more of your insured benefits. The availability of this conversion coverage and the rules concerning your eligibility should be set forth in the policy of the insurance company allowing the conversion privilege. Since the time period for exercising your conversion privileges may be limited, you should inquire with your applicable insurance company as soon as possible once you are no longer eligible for a component benefit under the Plan.

Appendix A: Component Benefit Plans

The information below is effective January 1, 2022, unless otherwise indicated below.

Component Benefit Plans Offered Under the Plan

Below is a list of each Component Benefit Plan and the eligibility and participation requirements of those plans. Also listed is the name (and in the case of group health plan claims, the address and telephone number) of the individual insurance company that provides benefits (if any) and reviews claims relating to its insurance policy. Also below may be a list of the name and address of the TPA (if any) that reviews claims made under a Component Benefit Plan as well as the telephone number to

call for questions regarding claims procedures and forms.

Generally, unless otherwise indicated below or as provided in **Appendix B**, an eligible employee under the Plan is any regular common-law employee of Library Insurance Management and Risk Control Combination who is not a leased employee, contract worker or independent contractor, seasonal employee, variable hour employee, or former employee, and such regular common-law employee is eligible to participate in and receive benefits under one or more of the Component Benefit Plans. Non-resident aliens are also not eligible unless specifically included under “Eligible Employees” below. To determine whether you are eligible to participate in a Component Benefit Plan, please read the eligibility information below for the applicable Component Benefit Plan.

Please note that these are benefits available to Members.
Check with each Member for their particular offerings.

Aetna Open Access Select HMO with Rx Attachment 1	
Eligible Employees *	<p><u>Active Employees</u>: All Full-Time Employees as Defined by the LIMRiCC Member (This Will Vary Depending On the Individual Library Size. Libraries with 50 or More Full-Time Employee Equivalents Will Require a Minimum of 30.0 or Hours per Week to be Eligible)</p> <p><u>Retirees</u>: An Eligible Employee May Also Include a Retiree with a Minimum of 8 Years of Service and a Minimum Age of 55 Based on IMRF Retirement Guidelines; Any Member Who is Not a Part of IMRF Will Allow Retirees Subject to Vesting Requirements of that Member; All IMRF Disability Employees **</p>
Participation Begins *	<p><u>Active Employees</u>: On 1st of Month Following Date of Employment</p> <p><u>Retirees</u>: Upon Retirement</p>
Participation Ends *	<p><u>Active Employees</u>: Last Day of Month in Which Employment with Eligible Status Ends</p> <p><u>Retirees</u>: Last Day of Month in Which Eligible Status Ends or End of Life</p>
Excluded Employees	None
Eligible Non-Employees (e.g. Spouses, Dependents)	<p><u>Active Employees</u>: Spouses, Dependents/Children, Domestic Partners</p> <p><u>Retirees</u>: Spouses, Dependents/Children</p>
Contribution Source(s)	<p><u>Active Employees</u>: Employer and Employee, Employer Only for Select Member Libraries</p> <p><u>Retirees</u>: Employee Only</p>
Contributions Pre-Taxed?	<p><u>Active Employees</u>: Yes, subject to Employer's Section 125 Cafeteria/POP Plan Document. A domestic partner who is not a dependent is post-tax for Federal tax purposes.</p> <p><u>Retirees</u>: No, Post-Tax</p>
Funding Arrangements	Self-funded
Plan Administered By	<p><u>Medical</u>: Aetna Life Insurance Company; P.O. Box 14079; Lexington, KY 40512-4079; 888-290-7241</p> <p><u>Rx</u>: CVS Caremark; P.O. Box 659541; San Antonio, TX 78265-9541; 888-792-3862</p>
Claim Fiduciary	Plan Administrator/Employer
Trustee	None
Grandfathered Health Plan	No
Look-Back Provisions	Yes; See Appendix B
* Additional rules may apply per insurance documents and/or benefit program descriptions.	
** The IMRF Disability Employee must be covered under the employer's policy on the day immediately before terminating employment, AND either: (i) immediately eligible for an IMRF pension (the Employee is not required to actually begin the pension, but must be eligible to immediately receive the pension on the date of termination); or (ii) eligible to receive an IMRF disability benefit.	

Aetna Choice POS II \$750 PPO with Rx Attachment 2	
Eligible Employees *	<p><u>Active Employees</u>: All Full-Time Employees as Defined by the LIMRiCC Member (This Will Vary Depending On the Individual Library Size. Libraries with 50 or More Full-Time Employee Equivalents Will Require a Minimum of 30.0 or Hours per Week to be Eligible)</p> <p><u>Retirees</u>: An Eligible Employee May Also Include a Retiree with a Minimum of 8 Years of Service and a Minimum Age of 55 Based on IMRF Retirement Guidelines; Any Member Who is Not a Part of IMRF Will Allow Retirees Subject to Vesting Requirements of that Member; All IMRF Disability Employees **</p>
Participation Begins *	<p><u>Active Employees</u>: On 1st of Month Following Date of Employment</p> <p><u>Retirees</u>: Upon Retirement</p>
Participation Ends *	<p><u>Active Employees</u>: Last Day of Month in Which Employment with Eligible Status Ends</p> <p><u>Retirees</u>: Last Day of Month in Which Eligible Status Ends or End of Life</p>
Excluded Employees	None
Eligible Non-Employees (e.g. Spouses, Dependents)	<p><u>Active Employees</u>: Spouses, Dependents/Children, Domestic Partners</p> <p><u>Retirees</u>: Spouses, Dependents/Children</p>
Contribution Source(s)	<p><u>Active Employees</u>: Employer and Employee, Employer Only for Select Member Libraries</p> <p><u>Retirees</u>: Employee Only</p>
Contributions Pre-Taxed?	<p><u>Active Employees</u>: Yes, subject to Employer's Section 125 Cafeteria/POP Plan Document. A domestic partner who is not a dependent is post-tax for Federal tax purposes.</p> <p><u>Retirees</u>: No, Post-Tax</p>
Funding Arrangements	Self-funded
Plan Administered By	<p><u>Medical</u>: Aetna Life Insurance Company; P.O. Box 14079; Lexington, KY 40512-4079; 888-290-7241</p> <p><u>Rx</u>: CVS Caremark; P.O. Box 659541; San Antonio, TX 78265-9541; 888-792-3862</p>
Claim Fiduciary	Plan Administrator/Employer
Trustee	None
Grandfathered Health Plan	No
Look-Back Provisions	Yes; See Appendix B
* Additional rules may apply per insurance documents and/or benefit program descriptions.	
** The IMRF Disability Employee must be covered under the employer's policy on the day immediately before terminating employment, AND either: (i) immediately eligible for an IMRF pension (the Employee is not required to actually begin the pension, but must be eligible to immediately receive the pension on the date of termination); or (ii) eligible to receive an IMRF disability benefit.	

Aetna Choice POS II \$1,500 PPO with Rx Attachment 3	
Eligible Employees *	<p><u>Active Employees</u>: All Full-Time Employees as Defined by the LIMRiCC Member (This Will Vary Depending On the Individual Library Size. Libraries with 50 or More Full-Time Employee Equivalents Will Require a Minimum of 30.0 or Hours per Week to be Eligible)</p> <p><u>Retirees</u>: An Eligible Employee May Also Include a Retiree with a Minimum of 8 Years of Service and a Minimum Age of 55 Based on IMRF Retirement Guidelines; Any Member Who is Not a Part of IMRF Will Allow Retirees Subject to Vesting Requirements of that Member; All IMRF Disability Employees **</p>
Participation Begins *	<p><u>Active Employees</u>: On 1st of Month Following Date of Employment</p> <p><u>Retirees</u>: Upon Retirement</p>
Participation Ends *	<p><u>Active Employees</u>: Last Day of Month in Which Employment with Eligible Status Ends</p> <p><u>Retirees</u>: Last Day of Month in Which Eligible Status Ends or End of Life</p>
Excluded Employees	None
Eligible Non-Employees (e.g. Spouses, Dependents)	<p><u>Active Employees</u>: Spouses, Dependents/Children, Domestic Partners</p> <p><u>Retirees</u>: Spouses, Dependents/Children</p>
Contribution Source(s)	Employer and Employee
Contributions Pre-Taxed?	<p><u>Active Employees</u>: Yes, subject to Employer's Section 125 Cafeteria/POP Plan Document. A domestic partner who is not a dependent is post-tax for Federal tax purposes.</p> <p><u>Retirees</u>: No, Post-Tax</p>
Funding Arrangements	Self-funded
Plan Administered By	<p><u>Medical</u>: Aetna Life Insurance Company; P.O. Box 14079; Lexington, KY 40512-4079; 888-290-7241</p> <p><u>Rx</u>: CVS Caremark; P.O. Box 659541; San Antonio, TX 78265-9541; 888-792-3862</p>
Claim Fiduciary	Plan Administrator/Employer
Trustee	None
Grandfathered Health Plan	No
Look-Back Provisions	Yes; See Appendix B
* Additional rules may apply per insurance documents and/or benefit program descriptions.	
** The IMRF Disability Employee must be covered under the employer's policy on the day immediately before terminating employment, AND either: (i) immediately eligible for an IMRF pension (the Employee is not required to actually begin the pension, but must be eligible to immediately receive the pension on the date of termination); or (ii) eligible to receive an IMRF disability benefit.	

Aetna Choice POS II HDHP with HSA& Rx Attachment 4	
Eligible Employees *	<p><u>Active Employees</u>: All Full-Time Employees as Defined by the LIMRiCC Member (This Will Vary Depending On the Individual Library Size. Libraries with 50 or More Full-Time Employee Equivalents Will Require a Minimum of 30.0 or Hours per Week to be Eligible)</p> <p><u>Retirees</u>: An Eligible Employee May Also Include a Retiree with a Minimum of 8 Years of Service and a Minimum Age of 55 Based on IMRF Retirement Guidelines; Any Member Who is Not a Part of IMRF Will Allow Retirees Subject to Vesting Requirements of that Member; All IMRF Disability Employees **</p>
Participation Begins *	<p><u>Active Employees</u>: On 1st of Month Following Date of Employment</p> <p><u>Retirees</u>: Upon Retirement</p>
Participation Ends *	<p><u>Active Employees</u>: Last Day of Month in Which Employment with Eligible Status Ends</p> <p><u>Retirees</u>: Last Day of Month in Which Eligible Status Ends or End of Life</p>
Excluded Employees	None
Eligible Non-Employees (e.g. Spouses, Dependents)	<p><u>Active Employees</u>: Spouses, Dependents/Children, Domestic Partners</p> <p><u>Retirees</u>: Spouses, Dependents/Children</p>
Contribution Source(s)	Employer and Employee
Contributions Pre-Taxed?	<p><u>Active Employees</u>: Yes, subject to Employer's Section 125 Cafeteria/POP Plan Document. A domestic partner who is not a dependent is post-tax for Federal tax purposes.</p> <p><u>Retirees</u>: No, Post-Tax</p>
Funding Arrangements	Self-funded
Plan Administered By	<p><u>Medical</u>: Aetna Life Insurance Company; P.O. Box 14079; Lexington, KY 40512-4079; 888-290-7241</p> <p><u>Rx</u>: CVS Caremark; P.O. Box 659541; San Antonio, TX 78265-9541; 888-792-3862</p>
Claim Fiduciary	Plan Administrator/Employer
Trustee	None
Grandfathered Health Plan	No
Look-Back Provisions	Yes; See Appendix B
* Additional rules may apply per insurance documents and/or benefit program descriptions.	
** The IMRF Disability Employee must be covered under the employer's policy on the day immediately before terminating employment, AND either: (i) immediately eligible for an IMRF pension (the Employee is not required to actually begin the pension, but must be eligible to immediately receive the pension on the date of termination); or (ii) eligible to receive an IMRF disability benefit.	

Aetna Dental PPO Attachment 5	
Eligible Employees *	<p><u>Active Employees</u>: All Full-Time Employees as Defined by the LIMRiCC Member; All Part-Time Employees Who Work a Minimum of 20.0 Hours per Week for at Least 1 Year</p> <p><u>Retirees</u>: All IMRF Library Retirees Who Have Attained 55 Years of Age and 8 Years of Service; All IMRF Disability Employees **</p>
Participation Begins *	<p><u>Active Employees</u>: On 1st of Month Following Date of Employment</p> <p><u>Retirees</u>: Upon Retirement</p>
Participation Ends *	<p><u>Active Employees</u>: Last Day of Month in Which Employment with Eligible Status Ends</p> <p><u>Retirees</u>: Last Day of Month in Which Employment with Eligible Status Ends or End of Life</p>
Excluded Employees	None
Eligible Non-Employees (e.g. Spouses, Dependents)	<p><u>Active Employees</u>: Spouses, Dependents/Children, Domestic Partners</p> <p><u>Retirees</u>: Spouses, Dependents/Children</p>
Contribution Source(s)	Employer and Employee
Contributions Pre-Taxed?	<p><u>Active Employees</u>: Yes, subject to Employer's Section 125 Cafeteria/POP Plan Document. A domestic partner who is not a dependent is post-tax for Federal tax purposes.</p> <p><u>Retirees</u>: No, Post-Tax</p>
Funding Arrangements	Self-funded
Plan Administered By	Aetna Life Insurance Company; P.O. Box 14079; Lexington, KY 40512-4079; 877-238-6200
Claim Fiduciary	Plan Administrator/Employer
Trustee	None
Grandfathered Health Plan	No
* Additional rules may apply per insurance documents and/or benefit program descriptions.	
** The IMRF Disability Employee must be covered under the employer's policy on the day immediately before terminating employment, AND either: (i) immediately eligible for an IMRF pension (the Employee is not required to actually begin the pension, but must be eligible to immediately receive the pension on the date of termination); or (ii) eligible to receive an IMRF disability benefit.	

Aetna Dental HMO Attachment 6	
Eligible Employees *	<p><u>Active Employees</u>: All Full-Time Employees as Defined by the LIMRiCC Member; All Part-Time Employees Who Work a Minimum of 20.0 Hours per Week for at Least 1 Year</p> <p><u>Retirees</u>: All IMRF Library Retirees Who Have Attained 55 Years of Age and 8 Years of Service; All IMRF Disability Employees **</p>
Participation Begins *	<p><u>Active Employees</u>: On 1st of Month Following Date of Employment</p> <p><u>Retirees</u>: Upon Retirement</p>
Participation Ends *	<p><u>Active Employees</u>: Last Day of Month in Which Employment with Eligible Status Ends</p> <p><u>Retirees</u>: Last Day of Month in Which Eligible Status Ends or End of Life</p>
Excluded Employees	None
Eligible Non-Employees (e.g. Spouses, Dependents)	<p><u>Active Employees</u>: Spouses, Dependents/Children, Domestic Partners</p> <p><u>Retirees</u>: Spouses, Dependents/Children</p>
Contribution Source(s)	Employer and Employee
Contributions Pre-Taxed?	<p><u>Active Employees</u>: Yes, subject to Employer's Section 125 Cafeteria/POP Plan Document. A domestic partner who is not a dependent is post-tax for Federal tax purposes.</p> <p><u>Retirees</u>: No, Post-Tax</p>
Funding Arrangements	Self-funded
Plan Administered By	Aetna Life Insurance Company; P.O. Box 14079; Lexington, KY 40512-4079; 877-238-6200
Claim Fiduciary	Plan Administrator/Employer
Trustee	None
Grandfathered Health Plan	No
* Additional rules may apply per insurance documents and/or benefit program descriptions.	
** The IMRF Disability Employee must be covered under the employer's policy on the day immediately before terminating employment, AND either: (i) immediately eligible for an IMRF pension (the Employee is not required to actually begin the pension, but must be eligible to immediately receive the pension on the date of termination); or (ii) eligible to receive an IMRF disability benefit.	

Vision Attachment 7	
Eligible Employees *	<p><u>Active Employees</u>: All Full-Time Employees as Defined by the LIMRiCC Member; All Part-Time Employees Who Work a Minimum of 20.0 Hours per Week for at Least 1 Year</p> <p><u>Retirees</u>: All IMRF Library Retirees Who Have Attained 55 Years of Age and 8 Years of Service; All IMRF Disability Employees **</p>
Participation Begins *	<p><u>Active Employees</u>: On 1st of Month Following Date of Employment</p> <p><u>Retirees</u>: Upon Retirement</p>
Participation Ends *	<p><u>Active Employees</u>: Last Day of Month in Which Employment with Eligible Status Ends</p> <p><u>Retirees</u>: Last Day of Month in Which Eligible Status Ends or End of Life</p>
Excluded Employees	None
Eligible Non-Employees (e.g. Spouses, Dependents)	<p><u>Active Employees</u>: Spouses, Dependents/Children, Domestic Partners</p> <p><u>Retirees</u>: Spouses, Dependents/Children</p>
Contribution Source(s)	<p><u>Active Employees</u>: Employer and Employee, Employer Only for Select Member Libraries</p> <p><u>Retirees</u>: Employee Only</p>
Contributions Pre-Taxed?	<p><u>Active Employees</u>: Yes, subject to Employer's Section 125 Cafeteria/POP Plan Document. A domestic partner who is not a dependent is post-tax for Federal tax purposes.</p> <p><u>Retirees</u>: No, Post-Tax</p>
Funding Arrangements	Insured Benefit Program
Insurance Carrier	Vision Service Plan (VSP); 3333 Quality Drive; Rancho Cordova, CA 95670; 800-877-7195
Grandfathered Health Plan	No
* Additional rules may apply per insurance documents and/or benefit program descriptions.	
** The IMRF Disability Employee must be covered under the employer's policy on the day immediately before terminating employment, AND either: (i) immediately eligible for an IMRF pension (the Employee is not required to actually begin the pension, but must be eligible to immediately receive the pension on the date of termination); or (ii) eligible to receive an IMRF disability benefit.	

Basic Life with AD&D & Employee Assistance Program Attachment 8	
Eligible Employees *	All Full-Time Employees as Defined by the LIMRiCC Member All Part-Time Employees Who Work a Minimum of 20.0 Hours per Week for at Least 1 Year
Participation Begins *	<u>Full-Time Employees</u> : On 1st of Month Following Date of Employment <u>Part-Time Employees</u> : On 1st of Month Following Date of Eligibility
Participation Ends *	Last Day of Month in Which Employment with Eligible Status Ends
Excluded Employees	None
Eligible Non-Employees (e.g. Spouses, Dependents)	<u>Basic Life with AD&D</u> : None <u>Employee Assistance Program</u> : All Household Members
Contribution Source(s)	<u>Full-Time Employees</u> : Employer Only <u>Part-Time Employees</u> : Employer and Employee
Contributions Pre-Taxed?	<u>Full-Time Employees</u> : No <u>Part-Time Employees</u> : Yes, Subject to Employer's Section 125 Cafeteria/POP Plan Document
Funding Arrangements	Insured Benefit Program
Insurance Carrier	<u>Basic Life with AD&D</u> : The Hartford Life and Accident Insurance Company; Attention: Group Life Claims; P.O. Box 14299; Lexington, KY 40512-4299; 888-563-1124; <i>Fax</i> : 866-954-2621; <i>Email</i> : gbclaimcslife@thehartford.com; <i>Website</i> : www.thehartford.com/employeebenefits <u>Employee Assistance Program</u> : The Hartford Life and Accident Insurance Companies - ComPsych Corporation; 800-964-3577; <i>Website</i> : www.guidanceresources.com, <i>Web ID</i> : HLF902, Company Code: ABILI
* Additional rules may apply per insurance documents and/or benefit program descriptions.	

Voluntary Life with AD&D Attachment 9	
Eligible Employees *	<p>All Full-Time Employees as Defined by the LIMRiCC Member</p> <p>All Part-Time Employees Who Work a Minimum of 20.0 Hours per Week for at Least 1 Year</p>
Participation Begins *	<p><u>Full-Time Employees</u>: On 1st of Month Following Date of Employment</p> <p><u>Part-Time Employees</u>: On 1st of Month Following Date of Eligibility</p>
Participation Ends *	Last Day of Month in Which Employment with Eligible Status Ends
Excluded Employees	None
Eligible Non-Employees (e.g. Spouses, Dependents)	Spouses, Dependents/Children, Domestic Partners
Contribution Source(s)	Employee Only
Contributions Pre-Taxed?	No
Funding Arrangements	Insured Benefit Program
Insurance Carrier	<p>The Hartford Life and Accident Insurance Company; Attention: Group Life Claims; P.O. Box 14299; Lexington, KY 40512-4299; 888-563-1124;</p> <p><i>Fax:</i> 866-954-2621; <i>Email:</i> gbclaimslife@thehartford.com;</p> <p><i>Website:</i> www.thehartford.com/employeebenefits</p>
* Additional rules may apply per insurance documents and/or benefit program descriptions.	

Appendix B: Look-Back Provisions

Each LIMRiCC Member may select its own look-back provisions. Below is a recommended approach that applies a 12 Month Look-Back Period. For additional details, please contact your specific LIMRiCC Member.

Look-Back Provisions

The Affordable Care Act (“ACA”) expands opportunities for certain Employees of Applicable Large Employers to participate in health plans. Your Employer believes it is an Applicable Large Employer under the ACA and has elected to take advantage of the look-back provisions of the ACA. In essence, since it may be difficult to determine in advance whether certain traditionally non full-time Employees may work an average of 30 or more hours over an extended period of time, the Employer has elected to adopt a look-back measurement method permitted by law to determine such status and to provide such Employees with future health plan coverage if they meet the 30-hour requirement.

This Look-Back Measurement Method will also apply to Employees hired with the expectation of working full-time, but only once they have been employed through one Standard Measurement Period. Generally, to take advantage of the look-back safe harbor rules, Employees hired with the expectation of working full-time must be offered coverage by no later than the first day of the month immediately following the Employee’s initial three full calendar months of employment. See **Appendix A** for when participation begins if you were hired with the expectation of working as a Full-Time Employee.

Example:

For “New” variable hour and seasonal Employees

Our Organization uses a 12-month Initial Measurement Period that begins on the first of the month coinciding with or following the start date and ends on the last day of the 12th month of employment. It applies an Initial Administrative Period from the end of the Initial Measurement Period through the end of the first calendar month beginning on or after the end of the Initial Measurement Period. For example, Our Organization hires Workmore Jones on July 10, 2020 to work a “part-time” schedule of 25 hours per week; however, Workmore ends up working much more. Workmore’s Initial Measurement Period runs from August 1, 2020 through July 31, 2021. The Initial Administrative Period is from August 1, 2021 through August 31, 2021. During the Initial Administrative Period, Our Organization determined that Workmore worked an average of 30 hours per week. Therefore, Our Organization must offer coverage to Workmore during the Initial Stability Period, which runs from September 1, 2021 through August 31, 2022.

For “Ongoing” Employees (who have worked through a full Standard Measurement Period)

Our Organization uses a 12-month Standard Measurement Period that begins November 1, 2020 and ends on October 31, 2021, and it will begin on November 1 and end on October 31 of each succeeding year thereafter. Our Organization applies a Standard Administrative Period that begins on November 1, 2021 and ends on December 31, 2021, and it begins on November 1 and ends on December 31 of each succeeding year thereafter. During the Standard Administrative Period, Our Organization determined that Workmore worked an average of 30 hours per week during the Standard Measurement Period. Therefore, Our Organization must offer

coverage to Workmore during the Standard Stability Period, which runs from January 1, 2022 through December 31, 2022, and runs

from January 1 through December 31 of each succeeding year thereafter.

Workmore's Date of Hire:	July 10, 2020
Initial Administrative Period (Begin Split):	July 10, 2020 - July 31, 2020
Initial Measurement Period Begins:	August 1, 2020
Standard Measurement Period Begins*:	November 1, 2020
Initial Measurement Period Ends:	July 31, 2021
Initial Administrative Period (End Split):	August 1, 2021 - August 31, 2021
Initial Stability Period Begins:	September 1, 2021
Standard Measurement Period Ends*:	October 31, 2021
Workmore becomes Ongoing*:	November 1, 2021
Standard Administrative Period*:	November 1, 2021 – December 31, 2021
Standard Stability Period Begins*:	January 1, 2022
Initial Stability Period Ends:	August 31, 2022
Standard Stability Period Ends*:	December 31, 2022

***Reflects that Standard Measurement, Administrative and Stability Periods overlap Initial Measurement, Administrative and Stability Periods.**

Appendix C: Affiliated Members Adopting the Plan

The following Members have adopted the Plan.

- | | |
|--|--|
| <ul style="list-style-type: none"> • Acorn Public Library District • Alpha Park Public Library District • Alsip-Merrionette Park Public Library District • Anne West Lindsey District Library • Argenta-Oreana Public Library District • Beecher Community Library • Berkeley Public Library • Blue Island Public Library • Broadview Public Library District • Brookfield Free Public Library • Calumet City Public Library • Calumet Park Public Library • Carbondale Public Library • Cherry Valley Public Library District • Crete Public Library District • Des Plaines Public Library • Dolton Public Library District • Eisenhower Public Library District • Eureka Public Library District • • Farmington Area Public Library District | <ul style="list-style-type: none"> • Fossil Ridge Public Library District • Fox Lake District Library • Frankfort Public Library District • Fremont Public Library District • Geneva Public Library District • Glenwood/Lynwood Public Library District • Harrisburg District Library • Helen M. Plum Memorial Public Library District • Hodgkins Public Library • Homewood Public Library • Huntley Area Public Library District • Johnsborg Public Library District • Justice Public Library District • Limestone Township Library • Lisle Library District • Lyons Public Library • Manhattan-Elwood Public Library District • Manteno Public Library District • Marengo-Union Library District • Messenger Public Library • Morris Area Public Library • Morton Public Library |
|--|--|

- Nancy L. McConathy Public Library District
- New Lenox Public Library
- Nippersink District Library
- North Riverside Public Library District
- Northlake Public Library District
- Palos Heights Public Library District
- Peotone Public Library District
- Peru Public Library
- Prairie Cat LLSAP
- Reaching Across Illinois Library System (Rails)
- Richton Park Public Library District
- Riverdale Public Library District
- Savanna Public Library District
- Shorewood-Troy Public Library
- Skokie Public Library
- St. Charles Public Library District
- Steger-South Chicago Heights Public Library District
- Stickney-Forest View Public Library District
- Summit Public Library District
- System Wide Area Network (Swan)
- Three Rivers Public Library District
- University Park Public Library District
- Warren County Public Library District
- Warrenville Public Library District
- Weldon Public Library District
- West Chicago Public Library District
- William Leonard Public Library District
- Wilmington Public Library District
- Worth Public Library District

Participating members may be added or changed from time to time (participants and beneficiaries may receive, upon written request to the Plan Administrator, information as to whether an affiliated employer is participating in the Plan).

LEGAL LIABILITY INSURANCE COVERAGE DECLARATIONS**(THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE COVERAGE PART CAREFULLY.)****(For Attachment to a Liability or Package Policy)**

The following spaces preceded by an asterisk (*) need not be completed if this Coverage Part and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF COVERAGE PART	*ISSUED TO
CPP 4816743	01-15-2023	

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

COVERAGE	LIMITS OF LIABILITY
Legal Liability	\$1,000,000 Each Loss
	\$1,000,000 Aggregate for Each Annual Policy Year
Each Director's Retained Limit	\$ _____ (each "loss")
Aggregate Retained Limit	\$ _____ (each "loss")
Director's Coinsurance Percentage	_____ %
Premium Base - Total Number of Staff:	11-20 (Full Time Equivalent)

RETROACTIVE DATE
This insurance does not apply to "loss" from "wrongful acts" which took place before the Retroactive Date, if any, shown below: Retroactive Date: <u>01-15-2015</u> (Enter Date or "None" if no Retroactive Date applies)

OPTIONAL EXTENDED REPORTING PERIOD PREMIUM
In Section V - EXTENDED REPORTING PERIODS, we agree to provide an Optional Extended Reporting Period under certain conditions. The premium for such an Optional Extended Reporting Period is: \$780

ADVANCE PREMIUM
Total Advance Premium \$538
Premium shown is payable** \$538 at inception; \$ 1st Anniversary; \$ 2nd Anniversary

FORMS AND ENDORSEMENTS
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of Issue***:

Countersigned at:**

Date: _____
Licensed Resident AgentBy Shannon C Peck **
Company Officer

**Entry optional if shown in Common Policy Declarations.

***Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

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

<p>The Coverage Part which provides Liability Coverage applies on a claims-made basis.</p>

The following provides a general description of this coverage and is subject to the terms and provisions of the actual Coverage Part.

- A.** The Coverage Part will not apply to any losses from incidents which take place before the Retroactive Date, if any, or after the expiration of the policy period.
- B.** The Coverage Part will apply to losses from incidents which take place after the Retroactive Date, if any, but before the beginning of the policy period **only if** the insured did not know of the incident before the beginning of the policy period **and** if any claim is made according to **D.** below.
- C.** The Coverage Part will not apply to any loss for which claim is first made after the expiration of the policy period or any Automatic or Optional Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form.
- D.** The Coverage Part will apply only to claims which are first made:
 - 1.** During the policy period;
 - 2.** During the ninety day Automatic Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form;
 - 3.** During the Optional Extended Reporting Period of unlimited duration described in the Extended Reporting Period Section of the Coverage Form.
 - a.** We will send to you a written notice within thirty days after any termination of coverage of costs for and provisions of Extended Reporting Periods.
 - b.** The Optional Extended Reporting Period must be requested by the insured in writing, by the later of sixty days after the termination of coverage or thirty days after the date of mailing of the company's notice to the insured of costs for and provisions of Extended Reporting Periods, in order to allow claims to be made against the policy coverage after the expiration of any Automatic Extended Reporting Period.
- E.** For the first three years of claims-made coverage, premium will be comparatively lower than for occurrence coverage, and will increase for each renewal of those policies. Claims-made prices will still be somewhat lower than occurrence prices for mature accounts (in their fourth or later years). The purchase of Optional Extended Reporting Periods, as described above, requires additional premium payments.
- F.** A review of the Extended Reporting Period provisions in the Coverage Part, as summarized above, will underscore the importance of both the Automatic and Optional Extended Reporting Periods. A potential gap in coverage may arise upon expiration of such extended reporting period coverage.

Agency Code: W0194
Policy Number: CPP 4816743



*The enclosed policy has
been prepared for:*

NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT
2400 S. DES PLAINES AVE
NORTH RIVERSIDE, IL 60546

*Presented by the Utica National
companies and your independent agent:*

Cook & Kocher Ins Gr Inc
300 S Nw Highway, #208
Park Ridge, IL 60068
847-692-9200

12-09-2022

NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

2400 S. DES PLAINES AVE
NORTH RIVERSIDE, IL 60546

Dear Policyholder,

Thank you for choosing Utica National Insurance Group for your insurance needs. We understand that you have many choices and appreciate the trust you and your independent insurance agent have placed in us to help provide security and protection for your business.

Your policy and related documents are enclosed. Please read them carefully. If you have any questions, please contact your agent.

Thank you for your business. We will continue to work with your agent to provide you experiences that make you feel appreciated and respected with every interaction you have, whether that is online, on the phone or in person. We are here for you in all ways.

Sincerely,



Richard Creedon, Esq.
Chairman of the Board and Chief Executive Officer



Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.274.1914  



GRAPHIC ARTS MUTUAL INSURANCE CO.
180 GENESEE STREET
NEW HARTFORD, NY 13413

W0194
COOK & KOCHER INS GR INC
300 S NW HIGHWAY, #208
PARK RIDGE, IL 60068
(847)692-9200

POLICY NUMBER: CPP 4816743

NAMED INSURED: NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

ADDRESS: 2400 S. DES PLAINES AVE
RIVERSIDE, IL 60546

BUSINESS DESCRIPTION:

POLICY PERIOD: FROM 01-15-2023 TO 01-15-2024 12:01 A.M. Standard Time at your address shown above.

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

COMMERCIAL PACKAGE POLICY - COMMON POLICY DECLARATIONS

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM
Commercial Property Coverage Part	\$	10,478.00
Commercial General Liability Coverage Part	\$	3,592.00
Commercial Inland Marine Coverage Part	\$	1,943.00
Commercial Crime Coverage Part	\$	125.00
TOTAL	\$	16,138.00

Authorized Representative

CPP 11 4816743

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

8-D-CL Ed. 06-92

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11-22-2022

SUPPLEMENTAL DECLARATIONS

Named Insured: NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

Commercial Property

Form Number	Edition date	Title
8DCL	0692	Commercial Package Policy - Common Policy Declarations
8DCP	0192	Commercial Property Coverage Part – Declarations
8S3514	0717	Earthquake-Volcanic Eruption Schedule
8S3515	0717	Flood Schedule
CP0010	1012	Building And Personal Property Coverage Form
CP0030	1012	Business Income (And Extra Expense) Coverage Form
CP0090	0788	Commercial Property Conditions
CP0405	0917	Ordinance Or Law Coverage
CP0407	1091	Pollutant Clean Up And Removal Additional Aggregate Limit Of Insurance
CP0417	1012	Utility Services - Direct Damage
CP1030	0917	Causes Of Loss - Special Form
CP1038	1012	Discharge From Sewer, Drain Or Sump (Not Flood-Related)
CP1045	1012	Earthquake And Volcanic Eruption Endorsement (Sub-Limit Form)
CP1065	1012	Flood Coverage Endorsement
CP1545	0917	Utility Services - Time Element
8E1525	1000	Library Amendment Endorsement
8E1990	0793	Combined Deductible Form
8E2637	0717	Equipment Breakdown Coverage
8E2689	0717	Actual Loss Sustained-Defined Period Limited Ordinary Payroll
8E3718	1009	Enhanced Identity Recovery Coverage
CP0140	0706	Exclusion Of Loss Due To Virus Or Bacteria
CP0149	0607	Illinois Changes - Artificially Generated Electrical Current Exclusion
CP1075	1220	Cyber Incident Exclusion
8E2696	0321	Spoilage Coverage (Supplements Equipment Breakdown Coverage)

Commercial Inland Marine

Form Number	Edition Date	Title
8DCIM	0192	Commercial Inland Marine Coverage Part - Declarations
CM0001	0904	Commercial Inland Marine Conditions
CM0028	0113	Signs Coverage Form
CM0066	0113	Accounts Receivable Coverage Form
CM0067	0113	Valuable Papers And Records Coverage Form
8C1700	0305	Data Processing Coverage Form
8E1461	0186	Fine Arts Floater Coverage Form

8E1667	1212	Library Property Floater Coverage Form
8E2794	0305	Mechanical And Electrical Breakdown Redefined
8E1462	0186	Fine Arts Floater Coverage Breakage
8E2182	0895	Freezing - Freeze-Drying
8E3546	0805	Illinois Changes - Data Processing Coverage Form
8E3845	0713	Earth Movement Amendatory Endorsement
CM0128	0399	Illinois Changes - Intentional Acts
CM0150	0310	Illinois Changes - Artificially Generated Current Exclusion
CM0204	0118	Illinois Changes

Commercial General Liability

Form Number	Edition Date	Title
8DCG	0799	Commercial General Liability Coverage Part Declarations
8D1014	0904	Employee Benefit Programs Liability Coverage Part Declarations
8D2636	0909	Employment-Related Practices Liability Insurance Declarations(Claims-Made Basis)
8DCGS	0192	Commercial General Liability Supplemental Declarations
8D1848	0999	Abuse Or Molestation Coverage Declarations
8D3063	0300	Legal Liability Insurance Coverage Declarations
8S1017	0990	Supplemental Declarations
CG0001	0413	Commercial General Liability Coverage Form
8C1014	0904	Employee Benefit Programs Liability Coverage Form
8C1848	1101	Abuse Or Molestation Liability Coverage Form
8C2636	0798	Employment Related Practices Liability Coverage Form
8C3063	0501	Legal Liability Coverage Form
8E4271	0320	Amendment Of Wrongful Act Definition
8E4273	0320	Amendment Of Employment-Related Practices Definition
CG2001	0413	Primary And Noncontributory - Other Insurance Condition
CG2426	0413	Amendment Of Insured Contract Definition
CG2106	0514	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG2147	1207	Employment-Related Practices Exclusion
CG2160	0998	Exclusion - Year 2000 Computer-Related And Other Electronic Problems
CG2167	1204	Fungi Or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
8E4303	0721	Epidemic or Pandemic Exclusion
8L2617	0721	Epidemic or Pandemic Exclusion Notice Of Coverage Changes
8E1696	0792	Knowledge Of Occurrence, Claim Or Suit
8E1717	0792	Notice Of Occurrence, Claim, Or Suit
8E2768	0798	Illinois Employment - Related Practices Coverage Changes
8E2806	1198	Illinois Employment - Related Practices Changes
8E3149	0511	Extended Reporting Period For Limited Employment-Related Practices Coverage
8E3190	0900	Illinois Changes
8E3528	0205	Illinois Changes
8E3548	0711	General Liability Extension Endorsement
8E3576	0414	Good Samaritan Coverage
8E3767	1010	Hired Auto And Non-Owned Auto Liability
8E3780	0811	Legal Liability Amendatory Endorsement
8E3943	0814	Illinois Changes - Abuse Or Molestation Liability Coverage

8E2370	0713	Abuse Or Molestation Exclusion
8E2781	0999	Employment - Related Practices Exclusion
8E3202	0102	Asbestos Exclusion
8E3355	1201	Exclusion - Fungi Or Bacteria
8E3502	0104	Exclusion - Silica Liability Hazards
8E3674	0509	Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law
8L1497	0717	Disclosure Notice for Public Library Errors and Omissions Liability Coverage Form

Commercial Crime

Form Number	Edition Date	Title
8DCR01	0717	Commercial Crime Policy Declaration
CR0021	1115	Commercial Crime Coverage Form (Loss Sustained Form)
CR2013	1010	Non-Binding Arbitration
CR0202	0118	Illinois Changes

Interline

Form Number	Edition Date	Title
8E21551	0719	Library Protector(Commercial Property)
8E21552	0719	Library Protector(Commercial Inland Marine)
8E21553	0719	Library Protector(Commercial Crime)
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
8E4310	0321	Cyber Incident Amendatory Endorsement
IL0003	0908	Calculation Of Premium
IL0017	1198	Common Policy Conditions
IL0935	0702	Exclusion Of Certain Computer-Related Losses
IL0952	0115	Cap On Losses From Certified Acts Of Terrorism
IL0985	1220	Disclosure Pursuant To Terrorism Risk Insurance Act
IL0118	0217	Illinois Changes
IL0162	1013	Illinois Changes - Defense Costs
IL0284	0118	Illinois Changes - Cancellation And Nonrenewal
IL0147	0911	Illinois Changes - Civil Union
ILN175	1111	Illinois Notice To Policyholders Regarding The Religious Freedom Protection And Civil Union Act
8L1418	0717	Important Information Illinois Policyholders
8L2180	0121	Important Notice About Your Policy And The Federal Terrorism Reinsurance Reauthorization Act Of 2019
8L934	1217	Gamico Voting Notice

**Not required if included at policy inception.

LIBRARY PROTECTOR

This Endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

If there is other valid and collectible insurance available to you in other coverage purchased under this policy for any loss or damage we also cover under this endorsement, the insurance provided under this endorsement is primary.

- I. In the event of an occurrence which results in loss or damage for which this policy includes coverage under a Coverage Enhancement and an additional separately purchased limit for the same coverage with a deductible, we will pay for loss or damage based on the method which results in the higher total payment to you:
 1. We will apply each deductible to the loss or damage for the coverage to which it applies; or
 2. We will add the amount of loss or damage from all involved coverages and subtract from the total the larger or largest applicable deductible.
- II. The following is a summary of the additional coverages, including Limits of Insurance, provided by this endorsement. For complete details on specific coverages, consult the applicable forms. The Schedule below shows the deductible amounts, if any, applying to the Coverage Enhancements. The Deductible amount stated in the Schedule below replaces the Deductible amount shown in the Declarations as respects such enhancement. The Deductible provision and the Additional Condition, Coinsurance, contained within the Coverage Forms applicable to this endorsement, do not apply to those enhancements for which Nil is shown under Deductible or Coinsurance in the Schedule below.

SCHEDULE

Premium:

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

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
1.	Business Income and Extra Expense (Option 1)	Actual Loss Sustained-12 Consecutive Months	Nil	Per Coverage Form	Special Form	CP 00 30
2.	Utility Services-Time Element	\$50,000 Per Occurrence	Nil	Per Coverage Form	Special Form	CP 15 45 and CP 00 30
3.	Foundations	\$10,000 Per Occurrence	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Special Form	CP 00 10

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
4.	Retaining Walls	\$10,000 Per Occurrence	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Special Form	CP 00 10
5.	Your Business Personal Property within 1,500 feet of the described premises	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Special Form	CP 00 10
6.	Automated External Defibrillators	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Special Form	CP 00 10
7.	Furs, Jewelry and Precious Metals	\$10,000 For Furs \$10,000 For Jewelry & Precious Metals	Nil	Per Commercial Property Declarations Page	See Coverage Wording	CP 10 30
8.	Debris Removal	\$50,000	Nil	Per Commercial Property Declarations Page	Per Coverage Form	CP 00 10
9.	Fire Dept. Service Charge	\$35,000 Per Location	Nil	Nil	Per Coverage Form	CP 00 10
10.	Arson, Vandalism or Theft Reward	\$10,000 For Each Covered Loss	Nil	Nil	See Coverage Wording	CP 00 10
11.	Claims Preparation Expense	\$5,000 Per Occurrence	Nil	Nil	Special Form	CP 00 10
12.	Fire Protection Device Recharge	\$15,000 Per Location Per Covered Fire	Nil	Nil	Fire	CP 00 10

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
13.	Key Employee Replacement Expenses	\$50,000 Per Loss/ \$100,000 Aggregate	Nil	Per Commercial Property Declarations Page	See Coverage Wording	CP 00 10
14.	Lock Replacement	\$10,000 Per Occurrence	Nil	\$50	See Coverage Wording	CP 00 10
15.	Newly Acquired or Constructed Buildings	\$1,000,000 Limit Per Building	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
16.	Business Personal Property at Newly Acquired Locations	\$500,000 Limit Per Building	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
17.	Personal Effects and Property of Others	\$50,000 at Each Described Premises / \$2,500 Per Person	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
18.	Property Off Premises – At Fairs, Trade Shows or Exhibitions	\$100,000	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
19.	Outdoor Property	\$50,000 Total \$1,000 For Trees, Shrubs & Plants.	Nil	Per Commercial Property Declarations Page	Per Coverage Form	CP 00 10
20.	Non-owned Detached Trailers	\$25,000	Nil	Per Commercial Property Declarations Page	Per Coverage Form	CP 00 10
21.	Appurtenant Structures	\$10,000 Blanket All Locations	Nil	Nil	Special Form	CP 00 10

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
22.	Fire Dept. After Loss Donation	Matching Donation up to \$500	Nil	Nil	Per Causes of Loss Form	CP 00 10
23.	Flagpoles	\$5,000 Per Occurrence	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
24.	Glass Display or Trophy Cases	\$5,000 Per Occurrence	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
25.	Temperature or Humidity Changes	\$50,000	Nil	Per Commercial Property Declarations Page	Special Form	CP 00 10
26.	Urgent Evacuation Expense	\$25,000	Nil	\$500	Special Form	CP 00 10
27.	Enhanced Identity Recovery Coverage	\$15,000	Nil	\$250	Special Form	8-E-3718 and CP 00 10
28.	Ordinance or Law Coverage *	Per Commercial Property Declarations Page	See Coverage Wording	Per Commercial Property Declarations Page	Per Coverage Form	CP 04 05 and CP 00 10
29.	Pollutant Clean Up and Removal	\$40,000 Additional Aggregate	Nil	Nil	Special Form	CP 04 07 and CP 00 10
30.	Spoilage	\$10,000 Per Occurrence	Nil	\$500	See Coverage Wording	CP 00 10 & CP 04 40 or 8-E-2696 **
31.	Utility Services - Direct Damage	\$50,000 Per Occurrence	Per Commercial Property Declarations Page	Per Commercial Property Declarations Page	Special Form	CP 04 17 and CP 00 10

* See Enhancement wording.

** 8-E-2696 applies to those policies that include endorsement 8-E-2637 (Equipment Breakdown Coverage).

COVERAGE ENHANCEMENTS

III. The following changes apply to the Commercial Property Coverage Part:

Enhancement No. 1

The **Business Income (And Extra Expense) Coverage Form** is added, subject to the following:

(1) **Limits Of Insurance** is replaced by the following:

The most we will pay for all loss of Business Income or Extra Expense is the loss of Business Income and Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage.

(2) The **Additional Condition Coinsurance** does not apply to the Business Income (And Extra Expense) coverage provided by this endorsement. If there is other Business Income (And Extra Expense) coverage available to you, the portion of any loss or damage which exceeds the amount of Business Income (And Extra Expense) coverage provided by this endorsement will be settled in accordance with the terms of that coverage.

Enhancement No. 2

The **Utility Services - Time Element** endorsement is added to the **Business Income (And Extra Expense) Coverage Form**.

With respect to this enhancement, loss includes Business Income and Extra Expense caused by the interruption of service to premises described in the Declarations resulting from direct physical loss or damage by a Covered Cause of Loss to: Water Supply Services; Wastewater Removal Services; Communication Supply Services, including overhead transmission lines; or Power Supply Services, including overhead transmission lines; as defined in CP 15 45 if such services are located outside of a covered building described in the Declarations. Covered Causes of Loss for this enhancement shall not include flood, earthquake or volcanic eruption.

The Limit of Insurance shown in the Schedule of this Library Protector endorsement for Utility Services - Time Element coverage will be the applicable limit for this coverage.

The Business Income Waiting Period for this enhancement is 72 hours.

IV. The following changes apply to Section **A. - Coverage** of the Building and Personal Property Coverage Form:

Enhancement No. 3

Foundations

Building as described under Covered Property also means above and below ground foundations of buildings, structures, machinery or boilers. The most we will pay for loss or damage in any one occurrence is \$10,000.

Only with respect to this enhancement, the provision pertaining to foundations under Property Not Covered is deleted.

Enhancement No. 4

Retaining Walls

Building as described under Covered Property also means:

Retaining walls that are not part of the building, located on the described premises. The most we will pay for loss or damage in any one occurrence is \$10,000.

Only with respect to this enhancement, the provision pertaining to retaining walls under Property Not Covered is deleted.

Enhancement No. 5

Under Section **A. - Coverage** the reference in **Your Business Personal Property** to the distance between the described premises and property in the open (or in a vehicle) is revised to 1,500 feet.

Enhancement No. 6

Your Business Personal Property described under Covered Property also consists of:

Automated External Defibrillators or AED's - Portable electronic devices that diagnose and treat potentially life threatening cardiac arrhythmias in patients by application of electrical therapy.

Enhancement No. 7

Special Theft Limit For Furs, Jewelry and Precious Metals

1. Any special limit for furs, fur garments and garments trimmed with fur stated in the applicable Cause Of Loss Form of this Coverage Part is revised to \$10,000.

2. Any special limit for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals, stated in the applicable Cause Of Loss Form of this Coverage Part is revised to \$10,000. This special limit does not apply to jewelry and watches worth \$100 or less per item.

These special limits apply to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

The Coinsurance Additional Condition of the Building and Personal Property Coverage Form does not apply to these Special Theft Limits For Furs, Jewelry and Precious Metals coverage.

- V. The following changes apply to **Additional Coverages** under Section A. - **Coverage** of the Building and Personal Property Coverage Form:

Enhancement No. 8

The most we will pay under **Debris Removal** for additional debris removal expense is increased to \$50,000 for each location in any one occurrence.

Enhancement No. 9

The most we will pay under **Fire Department Service Charge** is revised to \$35,000.

Enhancement No. 10

The following is added under **Additional Coverages**:

Arson, Theft or Vandalism Reward

We will pay a reward for information which leads to an arson, theft or vandalism conviction in connection with a loss covered under this policy. We will base the amount of our reward payment on the value of the information obtained. Our maximum payment for rewards under this Additional Coverage will be \$10,000 for each covered loss, regardless of the number of persons who provide information.

Enhancement No. 11

The following is added under **Additional Coverages**:

Claims Preparation Expense

We will pay your reasonable costs of preparing a statement of loss or other exhibits required in

connection with a claim covered under this Coverage Part.

This Additional Coverage does not include:

- (1) Cost for the services of; or
- (2) Expenses incurred by; a public adjuster.

The most we will pay under this Additional Coverage is \$5,000. This limit applies to any one occurrence, regardless of the types or number of claims made under this Coverage Part.

Enhancement No. 12

The following is added under **Additional Coverages**:

Fire Protection Device Recharge

We will pay up to \$15,000 after any covered fire to recharge or refill your fire protection devices that are installed in buildings at the described premises.

This Additional Coverage only applies when such devices have been discharged while being used to combat a covered fire.

Enhancement No. 13

The following is added under **Additional Coverages**:

Key Employee Replacement Expenses

- (1) We will reimburse you for "key employee replacement expenses" incurred because of a "key employee loss" to which this insurance applies. This insurance applies to "key employee losses" which occur during the policy period and within the "coverage territory".
- (2) The most we will pay is \$50,000 per "key employee loss" subject to a \$100,000 aggregate limit per policy term.
- (3) We will not pay for "key employee loss" caused by or resulting from any of the following:
 - (a) Suicide or attempted suicide while sane or insane, or any self-inflicted bodily injury.
 - (b) Any sickness or disease.
 - (c) Pregnancy or any pregnancy related complications, events, conditions or procedures.
 - (d) (i) War, including undeclared or civil war;

- (ii) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (iii) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- (e) Nuclear reaction or radiation, or radioactive contamination, however caused.
- (4) You must see to it that we are notified as soon as practicable of any "key employee loss". To the extent possible, notice should include:
 - (a) How, when and where the "key employee loss" took place; and
 - (b) The names and addresses of the involved person(s) and any witnesses.
You must see to it that we receive written notice of the "key employee loss" as soon as practicable.
 - (c) You and any other involved insured must:
 - (i) Immediately send us copies of pertinent correspondence received in connection with the "key employee loss";
 - (ii) Authorize us to obtain records and other information; and
 - (iii) Cooperate with us in our investigation of the "key employee loss".
- (5) The following definitions apply to this **Additional Coverage**:
 - (a) "Key employee" means your:
 - (i) Head librarian;
 - (ii) Assistant librarian; or
 - (iii) Other employee who possesses specialized skills, training and/or management experience that is vital to the success of your library.
 - (b) "Key employee loss" means the permanent loss of services of your "key employee" due to sudden and accidental death or permanent disability. Permanent disability means the total and permanent physical inability of your "key employee" to perform the normal duties of their position.

- (c) "Key employee replacement expenses" means those reasonable and necessary extra expenses listed below that are directly due to a "key employee loss":
 - (i) Expenses to continue performance of the normal job duties of the "key employee" with temporary personnel while seeking a permanent replacement;
 - (ii) Fees paid to an employment agency;
 - (iii) Costs of the replacement "key employee's" moving and relocation;
 - (iv) Education and training expenses;
 - (v) Costs of advertising for the replacement; or
 - (vi) Costs associated with interviewing, investigating or retaining potential replacements.

Enhancement No. 14

The following is added to **Additional Coverages**:

Lock Replacement

We will pay necessary expense incurred to replace locks or lock cylinders after a covered theft of:

- (a) property from; or
- (b) keys to;
any building or structure described in the Declarations. The following conditions apply:
 - (1) The limit is \$10,000 on all locks and lock cylinders for each loss.
 - (2) You must notify us and the appropriate police authority of the theft.
 - (3) Locks or lock cylinders must be replaced within 72 hours of the theft.
 - (4) Coverage applies if Business Personal Property is lost by covered theft from any building or structure described in the Declarations even if the keys are not known to be missing or copied.
 - (5) Coverage applies to disappearance of keys only if other property is stolen or missing.
 - (6) Keys entrusted to a custodian are not considered stolen.
 - (7) We do not cover locks or lock cylinders for any motor vehicle, motorized land vehicle, or any other property, building, structure, room, or vault which is not part of any building or structure described in the Declarations.

As respects the insurance provided by this Additional Coverage, a \$50 deductible replaces the deductible shown in the Commercial Property Declarations.

Payment under this Additional Coverage will not increase the applicable limit of insurance.

Except for the **Lock Replacement** enhancement the limits applicable to enhancements 8 through 14 are in addition to other applicable Limits of Insurance.

VI. The following changes apply to **Coverage Extensions** under Section **A. - Coverage** of the Building and Personal Property Coverage Form:

Enhancement No. 15

Under **Newly Acquired Or Constructed Property**:

- (1) The most we will pay for **Buildings** is revised to \$1,000,000 at each building;
- (2) The **Period Of Coverage** provision that addresses the number of days that must expire after you acquire the property or begin construction of that part of the building that would qualify as covered property is revised to 90 days.

Enhancement No. 16

Under **Newly Acquired Or Constructed Property**:

- (1) The most we will pay for **Your Business Personal Property** is revised to \$500,000 at each building;
- (2) The **Period Of Coverage** provision that addresses the number of days that must expire after you acquire the property or begin construction of that part of the building that would qualify as covered property is revised to 90 days.

Enhancement No. 17

The most we will pay under **Personal Effects And Property Of Others**, is revised to \$50,000 at each described premises subject to a limit of \$2,500 per person.

Enhancement No. 18

The most we will pay under **Property Off-Premises** for Covered Property while it is away from the described premises, if it is at any fair, trade show or exhibition is revised to \$100,000.

Enhancement No. 19

Outdoor Property is amended as follows:

The list of Covered Causes of Loss is revised to include loss or damage caused by or resulting from vehicles.

The most we will pay under **Outdoor Property** is revised to \$50,000 including debris removal expense but not more than \$1,000 for any one tree, shrub or plant.

Enhancement No. 20

The most we will pay under **Non-owned Detached Trailers**, is revised to \$25,000.

Enhancement No. 21

The following is added under **Coverage Extensions**:

Appurtenant Structures

You may extend the insurance that applies to Building to apply to appurtenant structures, on or within 100 feet of the described premises, used by you in connection with the described premises, and not covered by other insurance. The most we will pay for loss or damage under this Extension is \$10,000.

Enhancement No. 22

The following is added under **Coverage Extensions**:

Fire Department After Loss Donation

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss and you make a donation to the fire department within 90 days of this fire call, we will match your donation to the fire department up to a total of \$500 per policy term

Enhancement No. 23

The following is added under **Coverage Extensions**:

Flagpoles

You may extend the insurance provided by this Coverage Form to apply to your flagpoles.

The most we will pay for loss or damage under this Extension is \$5,000. This limit applies to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Enhancement No.24

The following is added under **Coverage Extensions:**

Glass Display Or Trophy Cases

You may extend the insurance provided by this Coverage Form to apply to your glass display or trophy cases.

The most we will pay for loss or damage under this Extension is \$5,000. This limit applies to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Enhancement No. 25

The following is added under **Coverage Extensions:**

Temperature or Humidity Changes

You may extend the insurance that applies to your Business Personal Property to include changes in temperature and humidity as a Covered Cause of Loss.

The most we will pay for loss or damage under this extension is \$50,000.

To the extent that any provision under the Causes Of Loss – Special Form conflicts with this coverage enhancement, that provision does not apply.

Enhancement No. 26

The following is added under **Coverage Extensions:**

Urgent Evacuation Expense

- (1) The coverage provided by this policy is extended to apply to the reasonable expenses that you incur in the “urgent” evacuation of the described premises, if the “urgent” evacuation is necessary due to a Covered Cause of Loss.
- (2) “Urgent” means impending danger arising from an external event or a condition in the described premises which would cause bodily injury, including death to occupants.
- (3) We will not pay for any expenses under this Coverage Extension arising out of:
 - (a) A strike, bomb threat or false fire alarm, unless the evacuation is ordered by a civil authority; or
 - (b) A planned evacuation drill, or
 - (c) The evacuation of one or more persons that is due and confined to their individual medical condition; or

- (d) Any of the following, if they are excluded Causes of Loss elsewhere in the policy:

- (i) Government Action;
- (ii) Nuclear Hazard; and
- (iii) War and Military Action

No other exclusions in your policy apply to this Coverage Extension.

- (4). The most we will pay in any one occurrence under this Coverage Extension is \$25,000. The deductible for Urgent Evacuation Expenses is \$500 per occurrence.

The limits applicable to enhancements 15 through 26 are in addition to other applicable Limits of Insurance.

VII. The following changes apply to the Building and Personal Property Coverage Form:

Enhancement No. 27

Enhanced Identity Recovery Coverage is added to the Building and Personal Property Coverage Form.

Enhancement No. 28

Ordinance Or Law Coverage is added to the Building and Personal Property Coverage Form. Ordinance or Law Coverage applies only to Building property for those locations for which Building Coverage is shown in the Declarations. If the property so affected is covered under a blanket Limit of Insurance that applies to more than one building or item of property, then the most we will pay under **Coverage A - Coverage For Loss to the Undamaged Portion Of The Building** for that property is:

- (1) The value stated for the affected property in the Statement of Values; or
- (2) The value of the affected property at the time of loss if there is no Statement of Values.

Coverage A is included within the Limit of Insurance shown in the Commercial Property Declarations.

For all policies, the limit for **Coverage B - Demolition Cost Coverage** is \$500,000 per building and the limit for **Coverage C - Increased Cost of Construction Coverage** is \$500,000 per building.

The Post-Loss Ordinance Or Law Option is not applicable for this enhancement.

Enhancement No. 29

The **Pollutant Clean Up And Removal Additional Aggregate Limit Of Insurance** endorsement is added to the Building and Personal Property Coverage Form.

With respect to this enhancement, the Schedule of the Pollutant Clean Up And Removal Additional Aggregate Limit Of Insurance endorsement shall show a \$40,000 Additional Aggregate Limit of Insurance and a Deductible of \$0.

Enhancement No.30

The **Spoilage Coverage** endorsement is added to the Building and Personal Property Coverage Form.

With respect to this enhancement, if **CP 04 40** is attached, any premises shown in the Declarations as Covered Property will be considered as listed in the Schedule of such Spoilage Coverage endorsement. The Schedule shall also show an "x" under Breakdown or Contamination, Power Outage and Selling Price. If **8-E-2696** is attached, any premises shown in the Declarations as Covered Property will be considered as listed in the Schedule of such Spoilage Coverage endorsement.

The Limit of Insurance and Deductible shown in the Schedule of this Library Protector Endorsement for Spoilage coverage will be the applicable limit and deductible for this coverage.

Enhancement No. 31

The **Utility Services - Direct Damage** endorsement is added to the Building and Personal Property Coverage Form.

With respect to this coverage, Covered Property at the premises described in the Schedule of **CP 04 17** shall include all Covered Property at premises described in the Declarations of this Coverage Part. The interruption must result from direct physical loss or damage that is caused by a Covered Cause of Loss to: Water Supply Services; Communication Supply Services, **not** including overhead transmission lines; or Power Supply Services, **not** including overhead transmission lines; as defined in **CP 04 17** and such services must not be located on any premises described in the Declarations.

Covered Causes of Loss for this coverage shall not include flood, earthquake or volcanic eruption.

The \$50,000 Limit of Insurance for this coverage is within, and does not increase the Limit of Insurance stated in the Declarations as applicable to Covered Property.

Effective Date:**

(12:01 A.M. Standard Time)

**Not required if included at policy inception.

LIBRARY PROTECTOR

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

If there is other valid and collectible insurance available to you in other coverage purchased under this policy for any loss, damage or "loss" we also cover under this endorsement, the insurance provided under this endorsement is primary.

- I. In the event of an occurrence which results in loss, damage or "loss" for which this policy includes coverage under a Coverage Enhancement and an additional separately purchased limit for the same coverage with a deductible, we will pay for loss, damage, or "loss" based on the method below which results in the higher total payment to you:
 1. We will apply each deductible to the loss, damage or "loss" for the coverage to which it applies; or
 2. We will add the amount of loss, damage or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
- II. The following is a summary of the additional coverage, including limits of insurance, provided by this endorsement. For complete details on the specific coverages, consult the applicable forms. The Deductible amount stated in the Schedule below replaces the Deductible amount shown in the Declarations as respects such enhancement. Any Coinsurance Additional Condition does not apply to those enhancements for which Nil is shown under Coinsurance in the Schedule below.

SCHEDULE

Premium:

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

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
1.	Data Processing Coverage*					
	Data Processing Equipment	\$100,000 Per Building **	Nil	\$500	Per Coverage Form	8-C-1700
	Computer Programs and Media	\$25,000 Per Building	Nil	\$500	Per Coverage Form	8-C-1700

Enhancement No.	Coverage	Limit of Insurance	Coinsurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
	Extra Expense	\$10,000 Per Building	Nil	Nil	Per Coverage Form	8-C-1700
2.	Accounts Receivable	\$100,000	Nil	Nil	Per Coverage Form	CM 00 66 and CM 00 01
3.	Signs	\$25,000	Nil	\$500	Per Coverage Form	CM 00 28 and CM 00 01
4.	Fine Arts	\$50,000	Nil	\$500	Per Coverage Forms	8-E-1461, 8-E-1462 and CM 00 01
5.	Valuable Papers And Records	\$100,000	Nil	Nil	Per Coverage Form	CM 00 67 and CM 00 01

* A waiting period may apply for Business Income Coverage, if purchased. A \$500 deductible applies to Breakdown Coverage unless otherwise stated on the Data Processing Declarations, 8-D-1700.

** Valuation of equipment is based on replacement cost, unless higher limits are purchased and shown on 8-D-1700 and a different valuation option is chosen. In which case, such different option also applies to the coverage granted in this form.

COVERAGE ENHANCEMENTS

III. The following change applies to the Data Processing Coverage Form:

The **Additional Condition Coinsurance** does not apply to the \$100,000 limit of Data Processing Coverage provided by this endorsement. If there is other Data Processing Coverage available to you, the portion of any loss, damage or "loss" which exceeds this endorsement's \$100,000 Data Processing limit will be settled in accordance with the terms of that coverage.

IV. The Accounts Receivable Coverage Form, CM 00 66, is modified as follows:

The following is added to Coinsurance Additional Condition:

For any accounts receivable "loss" up to \$100,000, this Condition does not apply. For any accounts receivable "loss" greater than \$100,000, the Limit of Insurance for Coverage Applicable at All Locations shall be the sum of the \$100,000 limit for accounts receivable granted in the Library Protector endorsement and any Limit of Insurance for Coverage Applicable at All Locations shown in the Declarations.

V. The Signs Coverage Form, CM 00 28, is modified as follows:

The following is added to Coinsurance Additional Condition:

For any sign "loss" up to \$25,000, this Condition does not apply. For any sign "loss" greater than \$25,000, the Limit of Insurance for All Covered Property at all locations shall be the sum of the \$25,000 limit for signs granted in the Library Protector endorsement and any Limit of Insurance shown for All Covered Property at all Locations in the Declarations.

Only as respects the Signs Coverage provided by the Library Protector endorsement or any additional Sign Coverage purchased in conjunction with it, the Valuation General Condition of the Commercial Inland Marine Conditions, CM 00 01, is replaced by the following:

VALUATION

The value of property will be the lesser of the following amounts:

1. The cost of reasonably restoring that property to its condition immediately before "loss"; or

2. The cost of replacing that property with substantially identical property.

In the event of "loss," the value of property will be determined as of the time of "loss."

VI. The following change applies to the Fine Arts Floater Coverage Form:

The following is added to the **Additional Condition Valuation** in the Fine Arts Floater Coverage Form and the **General Condition Valuation** in the Commercial Inland Marine Conditions:

For any fine arts that are not specifically described, we shall not be liable for more than the market value of such fine arts at the time of loss, damage or "loss" subject to any maximum amount per item or other applicable limit of insurance.

Effective Date:**

(12:01 A.M. Standard Time)

**Not required if included at policy inception.

LIBRARY PROTECTOR

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART

If there is other valid and collectible insurance available to you in other coverage purchased under this policy for any loss, damage or "loss" we also cover under this endorsement, the insurance provided under this endorsement is primary.

The following is a summary of the additional coverages, including limits of insurance, provided by this endorsement. Coverage is provided only for those insuring agreements that are listed under Coverage in the Schedule. For complete details on specific coverages, consult the applicable forms. The Deductible amount stated in the Schedule below replaces the Deductible amount shown in the Declarations as respects such enhancement.

SCHEDULE

Premium:

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

Enhancement No.	Coverage	Limit of Insurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
	Commercial Crime Coverage Form (Loss Sustained Form) or Government Crime Coverage Form (Loss Sustained Form):				CR 00 21 or CR 00 25*
1.	Employee Theft	\$25,000 Per Occurrence	\$500	Per Coverage Forms	CR 00 21 or CR 00 25*
2.	Forgery or Alteration	\$25,000 Per Occurrence	\$500	Per Coverage Forms	CR 00 21 or CR 00 25*

Enhancement No.	Coverage	Limit of Insurance	Deductible	Covered Causes of Loss	Applicable Coverage Forms
3.	Inside The Premises - Theft Of Money And Securities	\$30,000 Per Occurrence	\$500	Per Coverage Forms	CR 00 21 or CR 00 25*
4.	Outside The Premises - Theft Of Money And Securities	\$30,000 Per Occurrence	\$500	Per Coverage Forms	CR 00 21 or CR 00 25*

*The Commercial Crime Coverage Form (Loss Sustained Form) CR 00 21 applies to private libraries. The Government Crime Coverage Form (Loss Sustained Form) CR 00 25 applies to public libraries.

GRAPHIC ARTS MUTUAL INSURANCE CO.
180 GENESEE STREET
NEW HARTFORD, NY 13413

W0194
COOK & KOCHER INS GR INC
300 S NW HIGHWAY, #208
PARK RIDGE, IL 60068
(847)692-9200

POLICY NUMBER: CPP 4816743

NAMED INSURED: NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

ADDRESS: 2400 S. DES PLAINES AVE
RIVERSIDE, IL 60546

BUSINESS DESCRIPTION:

POLICY PERIOD: FROM 01-15-2023 TO 01-15-2024 12:01 A.M. Standard Time at your address shown above.

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

COMMERCIAL PROPERTY COVERAGE PART – DECLARATIONS

Deductible is \$ 1,000 for Building and Business Personal Property coverages unless otherwise noted below.
See below and coverage forms for deductible(s) applicable to other items.

LOC./ BLDG.	FORM NUMBER	DESCRIBED PREMISES AND COVERAGES	LIMIT OF INSURANCE	PREMIUM
001	8E2155-1	LIBRARY PROTECTOR PUBLIC LIBRARY 2400 S. DES PLAINES AVE NORTH RIVERSIDE, IL 60546 PROTECTION CLASS - 02	SEE FORM	\$ 250

PREMIUM FOR THIS COVERAGE PART \$ 10478

With respect to each coverage, the limit of insurance stated in any form or endorsement attached to this policy applies, unless replaced by the higher amount shown below for such coverage

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART:

SEE 8-S-1018

MORTGAGE HOLDER:


Authorized Representative

CPP CP 11 4816743

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

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

Policy Number: CPP 4816743

DESCRIPTION OF PREMISES AND COVERAGES PROVIDED

LOC./ BLDG.	FORM NUMBER	DESCRIBED PREMISES AND COVERAGES	LIMIT OF INSURANCE	PREMIUM
001-001	CP0010	LIBRARY BUILDING AND PERSONAL PROPERTY COVERAGE BUILDING DEDUCTIBLE IS \$1,000 JOISTED MASONRY	\$ 6,465,753	\$ 7,086
	CP1030	CAUSES OF LOSS - SPECIAL INCL. THEFT 100% COINSURANCE REPLACEMENT COST		
	CP1038	DISCHARGE FROM SEWER,DRAIN OR SUMP (NOT FLOOD RELATED)	SEE FORM	\$ 653
001-001	CP0010	LIBRARY BUILDING AND PERSONAL PROPERTY COVERAGE PERSONAL PROPERTY DEDUCTIBLE IS \$1,000 JOISTED MASONRY	\$ 1,348,694	\$ 1,637
	CP1030	CAUSES OF LOSS - SPECIAL INCL. THEFT 100% COINSURANCE REPLACEMENT COST - BUSINESS PERSONAL PROPERTY		
	CP1045	EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT (SUB-LIMIT FORM)	SEE FORM	\$ 175
	8E2637	EQUIPMENT BREAKDOWN COVERAGE		\$ 855
	CP1065	FLOOD COVERAGE ENDORSEMENT	SEE FORM	\$ 475

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART - CONTINUED:

SEE 8-S-1018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE - VOLCANIC ERUPTION COVERAGE SCHEDULE

This endorsement provides supplementary information to be used with the following:

EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT (SUB-LIMIT FORM)

"Including Masonry Veneer" Option:	No	No, unless checked yes:
Property Damage Deductible:	10	%or Dollar Amount \$
Earthquake - Sprinkler Leakage Only:	No	No, unless checked yes:

Earthquake - Volcanic Eruption Limit(s) of Insurance The Limit of Insurance shown in the Schedule is an annual aggregate limit. Refer to the Limit Of Insurance Provisions in the Earthquake And Volcanic Eruption Endorsement (Sub-Limit Form) for an explanation.

Increased Annual Aggregate Limit Option: No No, unless checked yes:

Blanket Limit

The Blanket Limit Of Insurance shown below applies only to the Buildings, Locations, Covered Property or Coverages for which it is specifically listed. The Blanket Limit is the most we will pay for all loss or damage to the indicated Covered Property/Coverages at the Buildings and Locations listed, subject to all other applicable provisions of the Limit of Insurance section in the Earthquake And Volcanic Eruption Endorsement (Sub-Limit Form).

Blanket Limit Of Insurance: \$1,000,000

Note: Use one line of entry in the schedule below to show all Buildings, Locations, Covered Property or Coverages subject to the Blanket Limit.

Use the following abbreviations to indicate applicable Covered Property/Coverage:

Bldg = Building; BPP = Business Personal Property; BPO = Business Property of Others; PO = Property in the Open; TIB = Tenants Improvements & Betterments; BIEE = Business Income Coverage Form including Extra Expense; BI = Business Income Coverage Form excluding Extra Expense; EE = Extra Expense Coverage Form;

Loc. No. & Bldg. No.	Covered Property/Coverage
001 001	Bldg
001 001	BPP

Loc. No. & Bldg. No.

Covered Property/Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE SCHEDULE

This endorsement provides supplementary information to be used with the following:

FLOOD COVERAGE ENDORSEMENT

Inception Date Of Flood Coverage Endorsement: See declarations or if Flood Coverage is added after policy inception, see amendment date. **Note:** There is no coverage for a Flood that begins before or within 72 hours after this date, subject to a limited exception. Refer to Section **D.5.a.** of the endorsement for additional information.

Description Of Personal Property In The Open, If Covered For Flood:

Flood Deductible:\$25,000

No-Coinsurance Option:

Yes: X

No:

Other Flood Insurance, If Any (identify insurer and policy number):

Primary (NFIP):

Other:

Underlying Insurance Waiver:

No

Note: Refer to Section **I.1.** of the Endorsement for an explanation of this option. If the Underlying Insurance Waiver applies only to certain premises or locations, specify such premises or locations: (If premises or locations are not specified, the Underlying Insurance Waiver applies to all premises and locations.)

Annual Aggregate Limit - Flood Coverage Endorsement \$1,000,000

Note: Refer to the Limit Of

Insurance provisions in the endorsement for an explanation.

Flood Limit Of Insurance - Single Occurrence: Enter the Limit(s) in Section **A** and/or **B** of this Schedule. Refer to the Limit Of Insurance provisions in the endorsement for an explanation.

A. Blanket Limits

Each Blanket Limit shown below applies only to the Buildings, Locations, Covered Property or Coverages for which it is specifically listed. The Blanket Limit is the most we will pay for all loss or damage to the indicated Covered Property/Coverages at the Buildings and Locations listed, subject to all other applicable provisions of the Limit of Insurance section in the Flood Coverage Endorsement.

Note: Use one line of entry in the schedule below to show all Buildings, Locations, Covered Property or Coverages subject to a specific Blanket Limit. Do not include any Covered Property or Coverages specifically scheduled under Section **B**.

Use the following abbreviations to indicate applicable Covered Property/Coverage:

Bldg = Building; BPP = Business Personal Property; BPO = Business Property of Others; PO = Property in the Open; TIB = Tenants Improvements & Betterments; BIEE = Business Income Coverage Form including Extra Expense; BI = Business Income Coverage Form excluding Extra Expense; EE = Extra Expense Coverage Form;

Loc. Numbers & Bldg. Numbers	Covered Property/Coverage	Blanket Limit of Insurance
001-001	Bldg	Included
001-001	BPP	Included

B. Separate Limits (If a separate Limit of Insurance is entered in this section of the Schedule, **B.**, for a particular Covered Property/Coverage, that Covered Property/Coverage should NOT be included under a Blanket Limit.)

Loc. No.	Bldg No.	Coverage	Limit Of Insurance
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BUILDING AND PERSONAL PROPERTY COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. Definitions.

A. Coverage

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

1. Covered Property

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

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

- (1) Completed additions;
- (2) Fixtures, 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;
- (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.

b. Your Business Personal Property

consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
 - (c) Rowboats or canoes out of water at the described premises; or
 - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
 - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
 - (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
 - (e) Remove deposits of mud or earth from the grounds of the described premises;
 - (f) Extract "pollutants" from land or water; or
 - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example 2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

b. Preservation Of Property

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

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

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in **e.(3)** through **e.(9)** of this Additional Coverage.
- (3) The ordinance or law referred to in **e.(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.

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

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.
- The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced at the same or another premises; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
- (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

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

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

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

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

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

- (b) This Extension does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

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

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
 - (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

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

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

$$\begin{array}{r} \$ 60,100 \\ - \quad 250 \\ \hline \end{array}$$

\$ 59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

$$\$59,850 + \$80,000 = \$139,850$$

Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

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

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.

- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
- (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

- (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

- (i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or
- (ii) Used by the building owner to conduct customary operations.

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

b. Vacancy Provisions

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

- (1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:
- (a) Vandalism;
- (b) Sprinkler leakage, unless you have protected the system against freezing;
- (c) Building glass breakage;
- (d) Water damage;
- (e) Theft; or
- (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

- (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

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

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

F. Additional Conditions

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

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example 1 (Underinsurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example 2 (Adequate Insurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 ($\$40,000$ amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example 3

When:	The value of the property is:	
	Building at Location 1:	\$ 75,000
	Building at Location 2:	\$ 100,000
	Personal Property at Location 2:	<u>\$ 75,000</u>
		\$ 250,000
	The Coinsurance percentage for it is:	90%
	The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is:	\$ 180,000
	The Deductible is:	\$ 1,000
	The amount of loss is:	
	Building at Location 2:	\$ 30,000
	Personal Property at Location 2:	<u>\$ 20,000</u>
		\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

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

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example

If: The applicable Limit of Insurance is: \$ 100,000
 The annual percentage increase is: 8%
 The number of days since the beginning of the policy year (or last policy change) is: 146
 The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 =$ \$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F**. Definitions.

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

5. Additional Coverages

a. Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
 - (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (1)(a) above.

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

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (2)(a) above.

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

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations – does not apply based on Paragraph **A.4.d.** therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

6. Coverage Extension

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

Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;

(2) 30 days expire after you acquire or begin to construct the property; or

(3) You report values to us.

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

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

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

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

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

2. Duties In The Event Of Loss

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

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
 - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- 1. The Coinsurance percentage shown for Business Income in the Declarations; times
- 2. The sum of:
 - a. The Net Income (Net Profit or Loss before income taxes), and
 - b. Operating expenses, including payroll expenses,

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form **CP 15 11** is attached);
- (11) All payroll expenses or the amount of payroll expense excluded (if Form **CP 15 10** is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
The Coinsurance percentage is: 50%
The Limit of Insurance is: \$ 150,000
The amount of loss is: \$ 80,000

Step (1): $\$400,000 \times 50\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$150,000 \div \$200,000 = .75$

Step (3): $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

Example 2 (Adequate Insurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
The Coinsurance percentage is: 50%
The Limit of Insurance is: \$ 200,000
The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$400,000 \times 50\%$). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:

- (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
- (2) The Limit Of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 - (1) The Limit of Insurance, multiplied by
 - (2) The fraction shown in the Declarations for this Optional Coverage.

Example

When:	The Limit of Insurance is:	\$ 120,000
	The fraction shown in the Declarations for this Optional Coverage is:	1/4
	The most we will pay for loss in each period of 30 consecutive days is:	\$ 30,000
	(\$120,000 x 1/4 = \$30,000)	
	If, in this example, the actual amount of loss is:	
	Days 1–30:	\$ 40,000
	Days 31–60:	\$ 20,000
	Days 61–90:	\$ 30,000
		<u>\$ 90,000</u>
	We will pay:	
	Days 1–30:	\$ 30,000
	Days 31–60:	\$ 20,000
	Days 61–90:	\$ 30,000
		<u>\$ 80,000</u>

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

- a. To activate this Optional Coverage:
 - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
 - (a) During the 12 months prior to the date of the Work Sheet; and

- (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.

- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:

- (a) The Coinsurance percentage shown in the Declarations; multiplied by
- (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.

- b. The Additional Condition, Coinsurance, is suspended until:

- (1) 12 months after the effective date of this Optional Coverage; or
- (2) The expiration date of this policy; whichever occurs first.

- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:

- (1) Within 12 months of the effective date of this Optional Coverage; or
- (2) When you request a change in your Business Income Limit of Insurance.

- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:

- (1) The Business Income Limit of Insurance; divided by
- (2) The Agreed Value.

Example

When:	The Limit of Insurance is:	\$ 100,000
	The Agreed Value is:	\$ 200,000
	The amount of loss is:	\$ 80,000

Step (1): $\$100,000 \div \$200,000 = .50$

Step (2): $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph A.5.c., **Extended Business Income**, the number 60 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
 - a. Your business activities occurring at the described premises; and
 - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
 - a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

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

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or

- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

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

D. LEGAL ACTION AGAINST US

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

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

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

F. NO BENEFIT TO BAILEE

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

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

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

This will not restrict your insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

Building Number/ Premises Number	Coverage A	Coverage B Limit Of Insurance	Coverage C Limit Of Insurance	Coverages B And C Combined Limit Of Insurance
/	<input type="checkbox"/>	\$	\$	\$ *
/	<input type="checkbox"/>	\$	\$	\$ *
/	<input type="checkbox"/>	\$	\$	\$ *

Post-Loss Ordinance Or Law Option: Yes ☐ No ☐

*Do **not** enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages **B** and **C**, or if one of these Coverages is not applicable.

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

A. Each Coverage – Coverage A, Coverage B and Coverage C – is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for that Coverage(s) in the Schedule.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement applies with respect to an ordinance or law that regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises, subject to the following:

1. The requirements of the ordinance or law are in force at the time of loss. But if the Post-Loss Ordinance Or Law Option is indicated in the Schedule as being applicable, then Paragraph **B.2.** applies instead of this Paragraph **B.1.**

2. The requirements of the ordinance or law are in force at the time of loss; or the ordinance or law is promulgated or revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

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

4. Coverage under this endorsement applies only if:

- a. The building sustains only direct physical damage that is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or
- b. The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.

However, there is no coverage under this endorsement if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, even if the building has also sustained covered direct physical damage.

5. If coverage applies under this endorsement based on the terms of Paragraph **B.4.b.**, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B**, and/or **C** of this endorsement. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Paragraph **F**. of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this endorsement.

6. We will not pay under this endorsement for:

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

7. We will not pay under this endorsement for any loss in value or any cost incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of building damage, if you failed to comply.

C. Coverage

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

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

Coverage **A** is included within the Limit Of Insurance applicable to such building as shown in the Declarations or addressed elsewhere in this policy. Coverage **A** does not increase the Limit of Insurance.

2. Coverage B – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

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

3. Coverage C – Increased Cost Of Construction Coverage

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

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

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (1) 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.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

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

- b. When a building is damaged or destroyed and Coverage **C** applies to that building in accordance with Paragraph **C.3.a.** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in Paragraph **C.3.a.**:

- (1) The cost of excavations, grading, backfilling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this provision, **3.b.**

D. Loss Payment

1. All following loss payment provisions, **D.2.** through **D.5.**, are subject to the apportionment procedures set forth in Paragraph **B.5.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which Coverage **A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the Replacement Cost Coverage Option applies and such building is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you would actually spend to repair, rebuild or reconstruct such building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

- (2) The Limit Of Insurance applicable to such building as shown in the Declarations or addressed elsewhere in this policy. (If this policy is endorsed to cover Earthquake and/or Flood as a Covered Cause of Loss, the Limit of Insurance applicable to the building in the event of damage by such Covered Cause of Loss may be lower than the Limit of Insurance that otherwise would apply.)

- b. If the Replacement Cost Coverage Option applies and such building is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:

- (1) The actual cash value of such building at the time of loss; or
- (2) The Limit Of Insurance applicable to such building as shown in the Declarations or addressed elsewhere in this policy. (If this policy is endorsed to cover Earthquake and/or Flood as a Covered Cause of Loss, the Limit of Insurance applicable to the building in the event of damage by such Covered Cause of Loss may be lower than the Limit of Insurance that otherwise would apply.)

3. Unless Paragraph **D.5.** applies, loss payment under Coverage **B** – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- a. The amount you actually spend to demolish and clear the site of the described premises; or
- b. The applicable Limit Of Insurance shown for Coverage **B** in the Schedule.

4. Unless Paragraph **D.5.** applies, loss payment under Coverage **C** – Increased Cost Of Construction Coverage will be determined as follows:

a. We will not pay under Coverage **C**:

- (1) Until the building is actually repaired or replaced, at the same or another premises; and
- (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **C** is the lesser of:

- (1) The increased cost of construction at the same premises; or
- (2) The applicable Limit Of Insurance shown for Coverage **C** in the Schedule.

c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **C** is the lesser of:

- (1) The increased cost of construction at the new premises; or
- (2) The applicable Limit Of Insurance shown for Coverage **C** in the Schedule.

5. If a Combined Limit Of Insurance is shown for Coverages **B** and **C** in the Schedule, Paragraphs **D.3.** and **D.4.** do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Combined Limit Of Insurance shown for Coverages **B** and **C** in the Schedule. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

b. With respect to the Increased Cost of Construction:

- (1) We will not pay for the increased cost of construction:
 - (a) Until the building is actually repaired or replaced, at the same or another premises; and

(b) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

(3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

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

F. Example of proportionate loss payment for Ordinance Or Law Coverage Losses (procedure as set forth in Paragraph **B.5.**).

Assume:

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

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

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

Step 2: Apply that proportion to the Ordinance or Law loss.

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

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

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

G. The following definition is added:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTANT CLEAN UP AND REMOVAL
ADDITIONAL AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
BUILDERS' RISK COVERAGE FORM
STANDARD PROPERTY POLICY
TOBACCO SALES WAREHOUSE COVERAGE FORM

SCHEDULE*			
Prem. No.	Additional Aggregate Limit of Insurance	Deductible	Additional Premium
A.	The \$10,000 annual aggregate limit for the POLLUTANT CLEAN UP AND REMOVAL Additional Coverage is increased by the Additional Aggregate Limit of Insurance shown in the Schedule.	The Deductible shown in the Schedule is	\$10,000
B.	We will not pay under this endorsement for "pollutants" clean up or removal costs in any occurrence until the total of all such costs exceeds the sum of:	The Pollutant Clean Up and Removal Additional Aggregate Limit of Insurance is	\$25,000
	1. The \$10,000 aggregate limit from the basic Pollutant Clean Up and Removal Additional Coverage, less any prior payments for the same policy year; plus	We will determine the most we will pay under this endorsement as follows:	
	2. The Deductible shown in the Schedule.	The cost incurred	\$40,000
	We will then pay the costs in excess of that sum, until the Additional Aggregate Limit of Insurance shown in the Schedule is used up during the applicable 12-month period.	Less the sum of the remaining basic Additional Coverage aggregate	\$ 6,000
	Example:	and the Deductible	<u>10,000</u> <u>-16,000</u>
	The cost of "pollutants" clean up and removal is	The most we will pay under this endorsement is	\$24,000
	The remaining aggregate from the basic Additional Coverage (assuming \$4,000 has previously been paid for the same policy year) is	The remaining benefit under this endorsement for costs incurred for the policy year is \$1,000.	
		C. No other Deductible in this policy applies to this endorsement.	

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

UTILITY SERVICES – DIRECT DAMAGE

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM
 BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY
 TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Utility Services Limit Of Insurance	Enter "X" for each applicable property.				
			Water Supply Property	Communi- cation Supply Property (including overhead transmis- sion lines)	Communi- cation Supply Property (not including overhead transmis- sion lines)	Power Supply Property (including overhead transmis- sion lines)	Power Supply Property (not including overhead transmis- sion lines)
		\$					
Covered Property:							
Causes Of Loss Form Applicable:							
		\$					
Covered Property:							
Causes Of Loss Form Applicable:							
		\$					
Covered Property:							
Causes Of Loss Form Applicable:							
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.							

A. Coverage

We will pay for loss of or damage to Covered Property described in the Schedule, caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss (as indicated in the Schedule) to the property described in Paragraph C. if such property is indicated by an "X" in the Schedule.

B. Exception

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

C. Utility Services

1. Water Supply Services, meaning the following types of property supplying water to the described premises:
 - a. Pumping stations; and
 - b. Water mains.
2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - a. Communication transmission lines, including optic fiber transmission lines;

- b. Coaxial cables; and

- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

3. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;

- b. Switching stations;

- c. Substations;

- d. Transformers; and

- e. Transmission lines.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

- D. As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

- E. If a Utility Services Limit Of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit Of Insurance stated in the Declarations or in the Separation Of Coverage endorsement as applicable to the Covered Property.

If no Limit of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit Of Insurance on the Covered Property as shown in the Declarations or in the Separation Of Coverage endorsement. But this Utility Services endorsement does not increase the applicable Limit of Insurance.

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

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

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

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

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

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

b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

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

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

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

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

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

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

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

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

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

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

- b. Delay, loss of use or loss of market.**
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

d.(1) Wear and tear;

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

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

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

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

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

- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1)** You do your best to maintain heat in the building or structure; or
 - (2)** You drain the equipment and shut off the supply if the heat is not maintained.
- h.** Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1)** Applies whether or not an act occurs during your normal hours of operation;
- (2)** Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j.** Rain, snow, ice or sleet to personal property in the open.
- k.** Collapse, including any of the following conditions of property or any part of the property:
 - (1)** An abrupt falling down or caving in;
 - (2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3)** Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **(1)** or **(2)** above.

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

This exclusion, **k.**, does not apply:

- (a)** To the extent that coverage is provided under the Additional Coverage, Collapse; or
 - (b)** To collapse caused by one or more of the following:
 - (i)** The "specified causes of loss";
 - (ii)** Breakage of building glass;
 - (iii)** Weight of rain that collects on a roof; or
 - (iv)** Weight of people or personal property.
 - l.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".
- This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.
- m.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3.** We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.
 - b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c.** Faulty, inadequate or defective:
 - (1)** Planning, zoning, development, surveying, siting;
 - (2)** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3)** Materials used in repair, construction, renovation or remodeling; or
 - (4)** Maintenance;

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

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph **B.1.a.** Ordinance Or Law;
 - (b) Paragraph **B.1.c.** Governmental Action;
 - (c) Paragraph **B.1.d.** Nuclear Hazard;
 - (d) Paragraph **B.1.e.** Utility Services; and
 - (e) Paragraph **B.1.f.** War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

 - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (2) Changes in or extremes of temperature;
 - (3) Disease;
 - (4) Frost or hail; or
 - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

 - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

- a.** \$2,500 for furs, fur garments and garments trimmed with fur.
- b.** \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c.** \$2,500 for patterns, dies, molds and forms.
- d.** \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a.** Results in discharge of any substance from an automatic fire protection system; or
- b.** Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a.** Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b.** Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does not apply to:

- a.** A building or any part of a building that is in danger of falling down or caving in;
- b.** A part of a building that is standing, even if it has separated from another part of the building; or
- c.** A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a.** Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

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

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

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

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

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

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

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

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

G. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Specified causes of loss" means the following:
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means:
 - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCHARGE FROM SEWER, DRAIN OR SUMP (NOT FLOOD-RELATED)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Discharge Limit (Property Damage)	Discharge Limit (Business Interruption)	Annual Aggregate Limitation Applies
1	1	\$ 50,000	\$	<input checked="" type="checkbox"/>
		\$	\$	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>

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

- A.** If a Discharge Limit for Property Damage is entered in the Schedule, the following applies:

With respect to the premises identified in the Schedule, we will pay for direct physical loss or damage to Covered Property, caused by or resulting from discharge of water or waterborne material from a sewer, drain or sump located on the described premises, provided such discharge is not induced by flood or flood-related conditions.

The aforementioned references to flood include surface water, waves (including tidal wave and tsunami), tides, tidal water, and overflow of any body of water, including storm surge.

For the purpose of this endorsement, the term drain includes a roof drain and related fixtures.

- B.** If a Discharge Limit for Business Interruption is entered in the Schedule, the following applies:

With respect to the premises identified in the Schedule, we will pay for business income loss and/or extra expense in accordance with the terms of the Coverage Form applicable to such premises under your policy, when such loss or expense arises out of the direct physical loss or damage described in Paragraph **A**.

C. There is no coverage under this endorsement if:

- 1.** The discharge results from an insured's failure to perform routine maintenance or repair necessary to keep a sewer or drain or a sump, sump pump or related equipment free from obstruction and in proper working condition. This limitation does not apply to sudden mechanical breakdown of a sump pump or its related equipment, provided the breakdown is not the result of an insured's negligence; or
- 2.** Sump pump failure is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

D. To the extent that the Water Exclusion might conflict with the coverage provided under this endorsement, the Water Exclusion does not apply to such coverage.

E. We will not pay the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.

F. The most we will pay under this endorsement, for the total of all covered loss and expense, is the applicable Discharge Limit shown in the Schedule. Such Limit is part of, not in addition to, the Limit of Insurance applicable to the Covered Property, business income or extra expense.

G. If the Annual Aggregate Limitation is shown as applicable in the Schedule, then the following applies:

The applicable Discharge Limit is an annual aggregate limit and as such is the most we will pay for the total of all covered loss and expense caused by all occurrences in a 12-month period (starting with the beginning of the present annual policy period), regardless of the number of occurrences during that period of time. Thus, if the first occurrence does not exhaust the applicable Discharge Limit, then the balance of that Limit is available for a subsequent occurrence. If an occurrence begins during one annual policy period and ends during the following annual policy period, any Discharge Limit applicable to the following annual policy period will not apply to that occurrence.

H. All policy provisions apply to the coverage provided under this endorsement unless otherwise indicated, including the Deductible for direct physical loss or damage and the "period of restoration" for business income and extra expense. If an occurrence results in loss payable only under this endorsement, the Deductible applicable to Fire will apply to this endorsement. But if an occurrence also causes other loss or damage that is paid under this policy, a separate Deductible will not apply to the loss or damage covered under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT (SUB-LIMIT FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.
- B.** This endorsement applies to the Covered Property and Coverages for which an Earthquake – Volcanic Eruption Limit Of Insurance is shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations.

C. Additional Covered Causes Of Loss

- 1.** The following are added to the Covered Causes of Loss:

- a.** Earthquake.
- b.** Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.

- 2.** If the Earthquake – Volcanic Eruption Coverage Schedule or the Declarations indicate that this endorsement covers Earthquake – Sprinkler Leakage Only, then the Covered Causes of Loss in Paragraph **C.1.** of this endorsement do not apply, and the following apply instead:

- a.** Sprinkler Leakage resulting from Earthquake.
- b.** Sprinkler Leakage resulting from Volcanic Eruption. Volcanic Eruption means the eruption, explosion or effusion of a volcano.

All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.

D. Exclusions, Limitations And Related Provisions

- 1.** The Exclusions and Limitation(s) sections of the Causes Of Loss Form (and the Exclusions section of the Mortgageholders Errors And Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement, except as provided in **D.2.** and **D.3.** below.
- 2.** To the extent that the Earth Movement Exclusion might conflict with coverage provided under this endorsement, the Earth Movement Exclusion does not apply.
- 3.** The exclusion of collapse, in the Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, does not apply to collapse caused by Earthquake or Volcanic Eruption.
- 4.** The Additional Coverage – Collapse, in the Causes Of Loss – Broad Form, Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, does not apply to the coverage provided under this endorsement. This endorsement includes coverage for collapse caused by Earthquake or Volcanic Eruption.
- 5.** We will not pay for loss or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to an Earthquake or Volcanic Eruption.

6. We will not pay for loss or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this insurance.
7. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.
8. We will not pay for loss of or damage to exterior masonry veneer (except stucco) on wood frame walls caused by or resulting from Earthquake or Volcanic Eruption. The value of such veneer will not be included in the value of Covered Property or the amount of loss when applying the Property Damage Deductible applicable to this endorsement.

This limitation, **D.8.**, does not apply if:

- a. The Earthquake – Volcanic Eruption Coverage Schedule or the Declarations indicate that the “Including Masonry Veneer” option applies; or
 - b. Less than 10% of the total outside wall area is faced with masonry veneer (excluding stucco).
9. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land.

E. No Coinsurance

The Coinsurance Condition in this policy, if any, does not apply to the coverage provided under this endorsement.

Various Coverage Extensions, in the Coverage Form to which this endorsement is attached, require coinsurance. The coinsurance requirement for such Coverage Extensions is eliminated with respect to coverage provided under this endorsement.

F. Limit Of Insurance

1. General Information

The term Limit of Insurance means the Limit of Insurance applicable to Earthquake – Volcanic Eruption for the Covered Property or Coverage under which loss or damage is sustained.

The Earthquake – Volcanic Eruption Coverage Schedule or the Declarations provide information on the Limit of Insurance applicable to Covered Property and Coverages for Earthquake – Volcanic Eruption.

2. Annual Aggregate Limit

The Limit of Insurance for Earthquake – Volcanic Eruption is an annual aggregate limit and as such is the most we will pay for the total of all loss or damage that is caused by Earthquake or Volcanic Eruption in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one Earthquake or Volcanic Eruption during that period of time. Thus, if the first Earthquake or Volcanic Eruption does not exhaust the Limit of Insurance, then the balance of that Limit is available for a subsequent Earthquake(s) or Volcanic Eruption(s).

If a single Earthquake or Volcanic Eruption (as defined in Section **C.** of this endorsement) begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance applicable to the following annual policy period will **not** apply to such Earthquake or Volcanic Eruption.

3. Increased Annual Aggregate Limit Option

If the Earthquake – Volcanic Eruption Coverage Schedule or the Declarations indicate that the Increased Annual Aggregate Limit Option applies, then the following applies instead of Paragraph **F.2.** above:

The Limit of Insurance for Earthquake – Volcanic Eruption is the most we will pay in a single Earthquake or Volcanic Eruption (as defined in Section **C.** of this endorsement) for loss or damage caused by the Earthquake or Volcanic Eruption. If there is more than one Earthquake or Volcanic Eruption in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Earthquake or Volcanic Eruption is two times the Limit of Insurance.

If a single Earthquake or Volcanic Eruption (as defined in Section **C.** of this endorsement) begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance applicable to the following annual policy period will **not** apply to such Earthquake or Volcanic Eruption.

4. Additional Coverages And Coverage Extensions

Amounts payable under an Additional Coverage or Coverage Extension, as set forth in the applicable Coverage Form, do not increase the Limit of Insurance for Earthquake – Volcanic Eruption.

5. Limitation

For property or coverage that is subject to a Blanket Limit on Earthquake – Volcanic Eruption (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations), we will not pay more than we would pay in the absence of such Blanket Limit. Therefore, the maximum amount payable for any such item of property or coverage is the Limit of Insurance or stated value (as shown in a Statement of Values on file with us) specific to that item of property or coverage for Covered Causes of Loss other than Earthquake – Volcanic Eruption.

6. Ensuing Loss

If a Cause of Loss (such as fire) is covered by means of an exception to the Earth Movement Exclusion, in the Causes Of Loss Form, we will also pay for the loss or damage caused by that other Covered Cause of Loss. But the most we will pay, for the total of all loss or damage caused by the Earthquake, Volcanic Eruption and other Covered Cause of Loss, is the Limit of Insurance applicable to such other Covered Cause of Loss. We will **not** pay the sum of the two Limits.

EXAMPLES – ENSUING LOSS

Two examples follow using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes Of Loss – Basic Form (which covers fire) and this Earthquake – Volcanic Eruption Endorsement. A building is damaged by Earthquake, and by Fire which is caused by the Earthquake. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Earthquake – Volcanic Eruption is \$400,000. The Earthquake Deductible amount is \$50,000.

Example 1

The damage due to Earthquake is \$500,000.

The damage due to Fire is \$500,000.

Payment for Earthquake damage is \$400,000 (\$500,000 damage minus \$50,000 Earthquake deductible = \$450,000; Limit is \$400,000).

Payment for Fire damage is \$400,000 (\$500,000 damage capped at the difference between the Basic Limit and the Earthquake Limit).

Total Loss Payment is \$800,000.

Example 2

The damage due to Earthquake is \$800,000.

The damage due to Fire is \$100,000.

Payment for Earthquake damage is \$400,000 (\$800,000 damage minus \$50,000 Earthquake deductible = \$750,000; Limit is \$400,000).

Payment for Fire damage is \$100,000 (amount of damage).

Total Loss Payment is \$500,000.

G. Property Damage Deductible

1. The provisions of Section **G.3.** of this endorsement are applicable to all Coverage Forms except:

- a. Business Income (And Extra Expense) Coverage Form;
- b. Business Income (Without Extra Expense) Coverage Form;
- c. Extra Expense Coverage Form.

2. If the Declarations indicate that this endorsement covers Earthquake – Sprinkler Leakage Only, then the Deductible set forth in Section **G.3.** of this endorsement does not apply to such coverage. The applicable Deductible for such coverage is the same Deductible that applies to Fire.

3. The Deductible, if any, in this Coverage Part is replaced by the following with respect to Earthquake and Volcanic Eruption:

a. All Policies

- (1) The Deductible provisions apply to each Earthquake or Volcanic Eruption.
- (2) Separate Deductibles are calculated for, and apply to, each building, personal property at each building and personal property in the open. Deductibles are separately calculated and applied even if:
 - (a) Two or more buildings sustain loss or damage;
 - (b) Personal property at two or more buildings sustains loss or damage; and/or
 - (c) A building and the personal property in that building sustain loss or damage.

- (3) We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.
- (4) When property is covered under the Coverage Extension for Newly Acquired or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations for any described premises.
- (5) If there is loss or damage caused by Earthquake or Volcanic Eruption, and loss or damage caused by a Cause of Loss (e.g., fire) that is covered by means of an exception to the Earth Movement Exclusion, then the only applicable Deductible provisions are those stated in this endorsement.

b. Calculation Of The Deductible – Specific Insurance Other Than Builders Risk

(1) Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is that shown in the most recent Statement of Values on file with us.

(2) Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is the latest value shown in the most recent Report of Values on file with us.

However:

- (a) If the most recent Report of Values shows less than the full value of the property on the report dates, we will determine the deductible amount as a percentage of the full value as of the report dates.
- (b) If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the value shown in the most recent Statement of Values on file with us.

c. Calculation Of The Deductible – Blanket Insurance Other Than Builders Risk

(1) Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is that shown in the most recent Statement of Values on file with us.

(2) Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of that property as of the time of loss or damage.

d. Calculation Of The Deductible – Builders Risk Insurance

(1) Builders Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the actual cash value of that property as of the time of loss or damage.

(2) Builders Risk Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage (as shown in the Earthquake – Volcanic Eruption Coverage Schedule or in the Declarations, concerning the Earthquake – Volcanic Eruption Deductible) of the value of the property that has sustained loss or damage. The value to be used is the actual cash value shown in the most recent Report of Values on file with us.

However:

- (a)** If the most recent Report of Values shows less than the actual cash value of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value as of the report date.
- (b)** If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value of the property as of the time of loss or damage.

H. Example – Application Of Deductible In G.3.b.(1) And G.3.c.(1) – For Specific Or Blanket Insurance Other Than Builders Risk (Not Subject To Value Reporting Forms)

The values, as shown in the most recent Statement of Values on file with us, are:

Building 1 \$500,000

Building 2 \$500,000

Business Personal Property at Building 1 \$250,000

Business Personal Property at Building 2 \$250,000

For this example, assume that the amounts of loss do not exceed the applicable Limits of Insurance (for specific insurance). Also assume that the total amount of loss does not exceed the applicable Blanket Limit of Insurance (for blanket insurance).

Building 1 and Business Personal Property at Building 1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Business Personal Property).

The Deductible is 10%.

Building

Step (1): $\$500,000 \times 10\% = \$50,000$

Step (2): $\$95,000 - \$50,000 = \$45,000$

Business Personal Property

Step (1): $\$250,000 \times 10\% = \$25,000$

The loss, \$5,000, does not exceed the deductible.

The most we will pay is \$45,000. The remainder of the building loss, \$50,000, is not covered due to application of the Deductible. There is no loss payment for the business personal property.

I. Business Income And Extra Expense Period Of Restoration

This Section I. is applicable only to the Coverage Forms specified below:

- 1. Business Income (And Extra Expense) Coverage Form;
- 2. Business Income (Without Extra Expense) Coverage Form;
- 3. Extra Expense Coverage Form.

The "period of restoration" definition stated in the Coverage Form, or in any endorsement amending the beginning of the "period of restoration", applies to each Earthquake or Volcanic Eruption. A single Earthquake or Volcanic Eruption is defined in Section C. of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.
- B.** This endorsement applies to the Covered Property and Coverages for which a Flood Limit Of Insurance is shown in the Flood Coverage Schedule or in the Declarations.

C. Additional Covered Cause Of Loss

The following is added to the Covered Causes of Loss:

Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas due to:

1. The overflow of inland or tidal waters;
2. The unusual or rapid accumulation or runoff of surface waters from any source; or
3. Mudslides or mudflows which are caused by flooding as defined in **C.2.** above. For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

All flooding in a continuous or protracted event will constitute a single flood.

D. Exclusions, Limitations And Related Provisions

1. The Exclusions and Limitation(s) sections of the Causes Of Loss form (and the Exclusions section of the Mortgageholders Errors And Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement except as provided in **D.2.** and **D.3.** below.

2. To the extent that a part of the Water Exclusion might conflict with coverage provided under this endorsement, that part of the Water Exclusion does not apply.

3. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.

4. The **Ordinance Or Law** Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.

5. The following exclusions and limitations are added and apply to coverage under this endorsement:

- a. We will not pay for any loss or damage caused by or resulting from any Flood that begins before or within 72 hours after the inception date of this endorsement. However, this limitation does not apply to a particular location if Flood coverage was in effect for that location for at least 72 hours immediately prior to the inception date of this endorsement, under a policy issued by us or by another insurer, and this policy replaces the previous policy without a lapse in coverage. If you request and we provide an increase in the stated Limit of Insurance for Flood during the term of this policy, with the exception of an increase at the time of renewal of the policy, the increase will not apply to loss or damage from any Flood that begins before or within 72 hours after your request was made.

If the Flood is due to the overflow of inland or tidal waters, then the Flood is considered to begin when the water first overflows its banks.

- b. We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.
- c. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood. However, coverage under this endorsement includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause Flood.
- d. We do not cover loss or damage by Flood to personal property in the open except to the extent that such coverage, if any, is specified in the Flood Coverage Schedule or in the Declarations.
- e. Property Not Covered, in the Coverage Form to which this endorsement is attached, is amended and supplemented as follows with respect to Flood Coverage:
 - (1) Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 *et seq.* and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 *et seq.*
 - (2) Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - (3) If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building, have been removed from Property Not Covered and added as Covered Property by separate endorsement, this Flood Coverage Endorsement does not apply to such property.

(4) The following are removed from Property Not Covered and are therefore Covered Property:

- (a) Foundations below the lowest basement floor or the subsurface of the ground; and
 - (b) Underground pipes, flues and drains.
- f. We will not pay for loss or damage caused by discharge of water or waterborne material from a sewer, drain or sump unless such discharge results from Flood and occurs within 72 hours after the Flood recedes.

E. Additional Coverages And Coverage Extensions

1. With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a Limit of Insurance clause or an endorsement) is not applicable and is replaced by the following:

Debris Removal

- a. We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from Flood. However, we will not pay to remove deposits of mud or earth from the grounds of the described premises.
 - b. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the described premises by Flood.
 - c. This coverage for Debris Removal, as set forth in **E.1.a.** and **E.1.b.** above, does not increase the applicable Limit of Insurance for Flood. Therefore, the most we will pay for the total of debris removal and loss or damage to Covered Property is the Limit of Insurance for Flood that applies to the Covered Property at the affected described premises covered under this endorsement.
2. With respect to Flood Coverage, the Coverage Extension for Newly Acquired or Constructed Property is amended by adding the following:
 - a. With respect to Flood Coverage, this Coverage Extension does not apply to any building or structure that is not fully enclosed by walls and roof.

b. With respect to a building or structure covered under this Coverage Extension, the amounts of coverage stated in the Coverage Extension do not apply to Flood Coverage. Instead, the most we will pay for all loss or damage to property covered under this Coverage Extension is 10% of the total of all Limits of Insurance for Flood Coverage as provided under this endorsement. Such coverage does not increase the Limit of Insurance for Flood.

3. With respect to any applicable Additional Coverages and Coverage Extensions in the Coverage Form to which this endorsement is attached, other than those addressed in **E.1.** and **E.2.** above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for Flood.

F. Coinsurance

1. The **Coinurance** Condition, if any, in the applicable Coverage Form applies to the coverage provided under this endorsement, unless the No-Coinurance Option, in the Flood Coverage Schedule or in the Declarations, is specified as being applicable.
2. Various Coverage Extensions, in the Coverage Form to which this endorsement is attached, require coinsurance. If the No-Coinurance Option applies, then the coinsurance requirement for such Coverage Extensions is eliminated.

G. Limit Of Insurance

1. General Information

Flood Coverage may be written at a Limit of Insurance that is equal to or less than the Limit of Insurance which applies to other Covered Causes of Loss (e.g., Fire) under this Commercial Property Coverage Part.

The Limit Of Insurance for Flood is shown in the Flood Coverage Schedule or in the Declarations. If such Limit is not shown, then the Limit applicable to Fire also applies to Flood.

2. Application Of Limit And Aggregate

The Limit of Insurance for Flood is the most we will pay in a single occurrence of Flood for loss or damage caused by the Flood. If there is more than one Flood in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Flood is the amount that is identified as the Annual Aggregate for Flood as shown in the Flood Coverage Schedule or the Declarations.

If the Limit of Insurance and the Annual Aggregate amount are the same, or if there is no amount stated as an Annual Aggregate, then the Limit of Insurance is the most we will pay for the total of all loss or damage that is caused by Flood in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Flood during that period of time. Thus, if the first Flood does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent Flood(s).

If a single occurrence of Flood begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance or Annual Aggregate applicable to the following annual policy period will **not** apply to that Flood.

3. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will **not** pay the sum of the Fire and Flood Limits.

EXAMPLES – ENSUING LOSS

Two examples follow, using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes Of Loss – Basic Form (which covers fire) and this Flood Coverage Endorsement. A building is damaged by Flood and by Fire which is caused by the Flood. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Flood is \$400,000. The Flood Deductible amount is \$5,000.

EXAMPLE 1

The damage due to Flood is \$500,000. The damage due to Fire is \$500,000.

Payment for Flood damage is \$400,000 (\$500,000 damage minus \$5,000 Flood deductible = \$495,000; Limit is \$400,000).

Payment for Fire damage is \$400,000 (\$500,000 damage capped at the difference between the Basic Limit and the Flood Limit).

Total Loss Payment is \$800,000.

EXAMPLE 2

The damage due to Flood is \$800,000. The damage due to Fire is \$100,000.

Payment for Flood damage is \$400,000 (\$800,000 damage minus \$5,000 Flood deductible = \$795,000; Limit is \$400,000).

Payment for Fire damage is \$100,000 (amount of damage).

Total Loss Payment is \$500,000.

Note: These examples are given only to illustrate the situation of Flood and ensuing loss. Therefore, the loss payment stated for Flood damage does not address the situation where another policy also covers the Flood damage.

H. Deductible

1. The Deductible for coverage provided under this endorsement is the Deductible applicable to Flood as shown in the Flood Coverage Schedule or in the Declarations.
2. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
3. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).

I. Other Insurance

The **Other Insurance** Commercial Property Condition is replaced by the following with respect to the coverage provided under this endorsement:

1. If the loss is also covered under a National Flood Insurance Program (NFIP) policy, or if the property is eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit Of Insurance for Flood as stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

However, this Provision **I.1.** does not apply under the following circumstances:

- a. At the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this Flood Coverage Endorsement was written; or
 - b. An NFIP policy is not in effect because we have agreed to write this Flood Coverage Endorsement without underlying NFIP coverage. There is such an agreement only if the Flood Coverage Schedule or the Declarations indicate that the Underlying Insurance Waiver applies.
2. If there is other insurance covering the loss, other than that described in **I.1.** above, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit Of Insurance stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY SERVICES – TIME ELEMENT

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM**SCHEDULE**

Premises Number	Building Number	Utility Services Limit Of Insurance	Enter "X" for each applicable property.					
			Water Supply Property	Waste-water Removal Property	Communication Supply Property (including overhead transmission lines)	Communication Supply Property (not including overhead transmission lines)	Power Supply Property (including overhead transmission lines)	Power Supply Property (not including overhead transmission lines)
		\$						
Causes Of Loss Form Applicable:								
Business Income Waiting Period: _____ Hours (Leave blank if no waiting period applies to Business Income, or if Business Income coverage does not apply.)								
		\$						
Causes Of Loss Form Applicable:								
Business Income Waiting Period: _____ Hours (Leave blank if no waiting period applies to Business Income, or if Business Income coverage does not apply.)								
		\$						
Causes Of Loss Form Applicable:								
Business Income Waiting Period: _____ Hours (Leave blank if no waiting period applies to Business Income, or if Business Income coverage does not apply.)								
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.								

A. Coverage

Your coverage for Business Income and/or Extra Expense, as provided and limited in the applicable Coverage Form, is extended to apply to a "suspension" of "operations" at the described premises caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss (as provided under the applicable Causes of Loss form indicated in the Schedule) to the property described in Paragraph **E.** if such property is indicated by an "X" in the Schedule.

B. Waiting Period

If a Business Income Waiting Period is indicated in the Schedule, such waiting period begins at the time of interruption of utility service to the described premises.

C. Duration Of Coverage

Coverage under this endorsement applies to loss sustained and expense incurred during the period of time that:

1. Begins:

- a.** Following expiration of the waiting period indicated in the Schedule, for Business Income; or
- b.** At the time of interruption of utility service to the described premises, for Extra Expense (and for Business Income, if a Business Income Waiting Period does not apply); and

2. Ends when:

- a.** "Operations" are fully resumed by any means; or
- b.** "Operations" could be fully resumed with reasonable speed following restoration of utility service to the described premises;

whichever occurs first.

The expiration date of this policy will not cut short the duration of coverage under this endorsement.

The "period of restoration" definition in the Coverage Form, or in any endorsement amending the Coverage Form, does not apply to the coverage provided under this endorsement.

D. Exception

Coverage under this endorsement does not apply to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

E. Utility Services

- 1.** Water Supply Property, meaning the following types of property supplying water to the described premises:

- a.** Pumping stations; and
- b.** Water mains.

- 2.** Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

- 3.** Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:

- a.** Communication transmission lines, including optic fiber transmission lines;
- b.** Coaxial cables; and
- c.** Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

- 4.** Power Supply Property, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a.** Utility generating plants;
- b.** Switching stations;
- c.** Substations;

- d. Transformers; and
- e. Transmission lines.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

- F. As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

- G. The **Coinsurance** Additional Condition does not apply to this endorsement.

- H. The Utility Services Limit Of Insurance, as shown in the Schedule, is the only Limit which applies to the coverage provided under this endorsement, and is part of, not in addition to, the Limit Of Insurance stated in the Declarations as applicable to the described premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBRARY AMENDATORY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CAUSES OF LOSS - SPECIAL FORM

- I. The following are added to **Coverage Extensions** under Section **A. Coverage** of the **Building and Personal Property Coverage Form**:
 - 1) **Property Being Exhibited or Displayed**

You may extend the insurance that applies to Your Business Personal Property to apply to personal property of others being exhibited or displayed by you at the locations described in the policy.

The most we will pay for loss or damage under this Extension is \$5,000 at each described premises. Our payment for loss of or damage to personal property of others will be only for the account of the owner of the property.
 - 2) **Outdoor Signs**

You may extend the insurance that applies to Building to apply to your outdoor library signs at the described premises.

The most we will pay for loss or damage under this extension is \$3,000 at each described premises.
- II. The following changes apply to **Coverage Extensions** under Section **A. Coverage** of the **Building and Personal Property Coverage Form**:
 - A. The dollar limit for **Valuable Papers and Records - Cost of Research** is increased to \$3,000 at each described premises.
 - B. An additional amount of insurance of \$4,000 is added under **Outdoor Property** to apply only to trees, shrubs or plants. The dollar limit for any one tree, shrub or plant is increased to \$500.
- III. The dollar limit of \$5,000 granted in the **Causes of Loss - Special Form** under Section **E. Additional Coverage Extensions, Property in Transit** does not apply to any property in transit that is covered by the Library Property Floater Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINED DEDUCTIBLE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART.
COMMERCIAL PROPERTY COVERAGE PART.

- A.** It is agreed that in the event of any occurrence which results in a loss or "loss" under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in **B.** or **C.** below.
- B.** 1. If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
2. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
- C.** If involved deductibles for different coverages are of different amounts, we will use the method described in **C.1.** or **C.2.** which results in the higher total payment to you.
1. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
2. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.

NOTE: The inclusion of particular coverages or deductible amounts in the examples below is for illustrative purposes only and should not be construed to be the exact coverages or deductible amounts actually provided under this policy.

EXAMPLE #1 (Same Deductibles)

	First Coverage	Second Coverage	Third Coverage	
Deductible Amount	\$500	\$500	\$500	
One Occurrence				
Loss of:	\$100	\$200	\$400 =	\$700 total
			Less Deductible	500
			Company Pays	<u>\$ 200</u>

EXAMPLE #2 (Varying Deductibles)

	First Coverage	Second Coverage	Third Coverage	
Deductible Amount	\$250	\$2,500	\$5,000	
One Occurrence				
Loss of:	\$700	\$3,000	\$3,000 =	\$6,700
			Total Losses	

Method C.1.

Company Pays -			
Excess of Deductible:	\$450	\$500	Nil
			Total - Method C.1.=\$950

Method C.2. -	Total Losses	\$6,700
	Less Largest Deductible	5,000
	Company Pays	\$1,700

Method C.2. provides larger payment to you and applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

The changes described herein apply only with respect to this endorsement. All provisions of the Policy apply unless modified by this endorsement.

I. The Building And Personal Property Coverage Form is modified as follows:

A. The following are added to Additional Coverages under Section A. Coverage:

1. Equipment Breakdown

The term Covered Cause of Loss includes "equipment breakdown" as described and limited below.

- a. We will pay for direct physical loss or damage to Covered Property caused by an "equipment breakdown".
- b. If an initial "equipment breakdown" causes other "equipment breakdowns," all will be considered one "equipment breakdown". All "equipment breakdowns" that are the result of the same event will be considered one "equipment breakdown".

2. Perishable Goods

- a. We will pay for your loss of "perishable goods" due to the following:
 - (i) Spoilage; or
 - (ii) Contamination from the release of refrigerant, including but not limited to ammonia;
 caused by an "equipment breakdown".
- b. We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

- c. If you are unable to replace the "perishable goods" before their anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time the loss occurred less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

3. CFC Refrigerants

If an "equipment breakdown" occurs, we will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances.

Additional costs mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. We also pay for additional loss as described under the Spoilage or Loss of Income Coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

We will pay the lesser of:

- a. The cost to repair the damaged property and replace any lost CFC refrigerant;
- b. The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- c. The cost to replace the system with one using a non-CFC refrigerant.

4. 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 an "equipment breakdown" that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the "equipment breakdown" occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$250,000.

5. Temperature Fluctuation

We will pay for loss of "perishable goods" only caused by or resulting from any condition or event to Covered Property that can be resolved by calibrating, resetting, tightening, adjusting or cleaning.

However, we will not pay for loss of "perishable goods" as a result of resetting the power supply to the Covered Property containing the "perishable goods".

The most we will pay for this Temperature Fluctuation is \$5,000 including any insurance provided for Business Income or Extra Expense.

6. Risk Improvement

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

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

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

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

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

We will not pay more than 10%, subject to a maximum limit of \$10,000, of the loss amount paid. An invoice for implementation of this Additional Coverage must be sent to us within 180 days after the payment of the loss is received.

7. Data Restoration

We will pay for your reasonable and necessary cost to research, replace and restore the lost information on electronic media and records as a result of an "equipment breakdown".

The most we will pay for this Data Restoration is \$100,000.

8. Off-Premises Coverage

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

The most we will pay for this Off-Premises Coverage is \$25,000.

- B.** The following are added to **Coverage Extensions** under Section **A. Coverage** and apply for any Coinsurance percentage shown in the Declarations:

1. Service Interruption

The insurance provided for Business Income and Extra Expense, if shown in the Declarations as covered, and Perishable Goods and Data Restoration is extended to apply to loss caused by "equipment breakdown" to equipment that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks, data transmission or "cloud computing". The equipment must meet the definition of "equipment breakdown" except that it is not Covered Property

The most we will pay under this Extension for loss of Business Income and Extra Expense in any one occurrence is:

- a. The actual loss of Business Income you sustain; and
- b. The necessary Extra Expense you incur;

during the "period of restoration" that occurs within 12 consecutive months after the date of direct physical loss or damage.

2. Expediting Expenses

With respect to damaged Covered Property covered under Additional Coverages Equipment Breakdown, Perishable Goods and Electronic Data, we will pay the reasonable extra cost to:

- a. Make temporary repairs;
- b. Expedite permanent repairs; and
- c. Expedite permanent replacement.

C. The following is added to Section C. Limits Of Insurance:

Payments under the following Additional Coverages and Coverage Extension will not increase the applicable Limit of Insurance:

1. Equipment Breakdown;
2. Perishable Goods;
3. CFC Refrigerants;
4. Temperature Fluctuation;
5. Risk Improvement;
6. Data Restoration;
7. Off-Premises Coverage; and
8. Service Interruption.

II. Part B. Exclusions of the Causes Of Loss – Special Form is modified as follows:

A. The following is added to Exclusion B.1.g.(1):

However, if electrical Covered Property requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and Deductible shown in the Commercial Property Coverage Part Declarations.

B. As respects Equipment Breakdown Coverage, the last paragraph of Exclusion B.2.d. is replaced with the following:

But if loss or damage by "equipment breakdown" results, we will pay for the loss or damage caused by that "equipment breakdown".

C. As respects Equipment Breakdown Coverage, Exclusion B.2.i. is replaced with the following:

Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by "equipment breakdown". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in "equipment breakdown", we will pay for the loss or damage caused by that "equipment breakdown".

D. As respects Equipment Breakdown Coverage, Exclusions B.2.a., B.2.d.(6), and B.2.e., and Limitations C.1.a. and C.1.b. do not apply.

E. For the insurance provided under Equipment Breakdown Coverage, the following additional Exclusion applies.

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

1. The breakdown of any structure, foundation, cabinet, compartment or air supported structure or building.
2. The breakdown of any buried vessel or buried piping.
3. The breakdown of any vehicle, excavation or construction equipment.

F. As respects Service Interruption Coverage Extension, we will also not pay for loss or expense resulting from or arising out of "equipment breakdown" to any equipment that is located outside of a covered Building described in the Declarations caused by or resulting from "elemental perils".

However, for the property and services covered under **CP 1545**, if such endorsement is attached to this Coverage Part, this exclusion does not apply.

III. As respects Equipment Breakdown Coverage, the following are added to **Commercial Property Conditions**:

A. Suspension

When any Covered Property is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from "equipment breakdown" to that equipment. We can do this by mailing or delivering a written notice of suspension to your address as shown in the Declarations, or to the address where the equipment is located.

Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

B. Jurisdictional Inspections

If any Covered Property requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

C. Green Environmental And Efficiency Improvements

If Covered Property requires repair or replacement due to an "equipment breakdown":

1. We will pay:

- a. The lesser of the reasonable and necessary additional cost incurred by the Insured to repair or replace physically damaged Covered Property with equipment of like kind and quality which qualifies as "green". "Like kind and quality" includes similar size and capacity.
- b. The additional reasonable and necessary fees incurred by the Insured for an accredited professional certified by a "green organization" to participate in the repair or replacement of physically damaged Covered Property as "green".
- c. The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced Covered Property as "green".
- d. The additional reasonable and necessary cost incurred by the Insured for "green" in the removal, disposal or recycling of damaged Covered Property.

- e. The loss of Business Income (if covered by the policy to which this endorsement is attached) during the additional time required for repair or replacement of Covered Property, consistent with "green" in the coverages above.

2. We will not pay more than 150%, subject to a maximum limit of \$100,000, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs, and any business interruption loss incurred as stated above.
3. These Commercial Property Conditions will be a part of, and not in addition to, the limit of liability per loss or any other sub-limits of liability of this policy.

4. This **Green Environmental And Efficiency Improvements Condition** does not cover any of the following:

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

D. Environmental, Safety and Efficiency Improvements

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

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

- IV. The Coinsurance Additional Condition and Agreed Value Optional Coverage**, if otherwise applicable, do not apply for loss covered under this Equipment Breakdown Coverage endorsement.
- V. The following definitions are added:**
- A.** "Cloud computing" means on-demand network access to a shared pool of computing resources via networks, servers, storage, applications and services provided by an organization with whom you have a contract with using the following service models: Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) on the following deployment models: public cloud, community cloud, hybrid cloud and private cloud.
- B.** "Elemental perils" means the following:
Fire (including fire resulting from an "equipment breakdown"), lightning; explosion (except for steam or centrifugal explosion); windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; falling objects; and weight of snow, ice or sleet.
- C.** "Equipment breakdown" means:
1. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 2. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 3. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 4. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
5. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
- D.** "Green" means materials, equipment, supplies, products, techniques, methods procedures and processes that:
1. Enhance and protect ecosystems;
 2. Improve air and water quality;
 3. Conserve natural resources;
 4. Reduce solid waste;
 5. Reduce energy or water consumption;
 6. Prevent toxic or other polluting emissions; or
 7. Otherwise lessen the environmental impact.
- E.** "Green Organization" means a recognized authority on green building or green products, equipment, materials, methods, procedures or processes including, but not limited to:
1. The United States Environmental Protection Agency ENERGY STAR® program;
 2. The United States Green Building Council LEED® program;
 3. The Green Building Initiative Green Globes™ program; or
 4. Any environmental standards program that is adopted by the government of the United States, or any U.S. state.
- F.** "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- G.** "Production machinery" means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste materials or finished products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL LOSS SUSTAINED - DEFINED PERIOD LIMITED ORDINARY PAYROLL

This endorsement modifies insurance provided under the following:

Business Income (And Extra Expense) Coverage Form

SCHEDULE*

Prem. No.	Bldg. No.	Period of Consecutive Days
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* Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

- I. Only with respect to the insurance provided by this endorsement, the first paragraph under Section **C. - Limits of Insurance** is replaced by the following:

For described premises in the Declarations where Business Income on an actual loss sustained basis is indicated, the most we will pay for loss in any one occurrence is:

1. The actual loss of Business Income you sustain; and
2. The necessary Extra Expense you incur during the "period of restoration";

that occurs within the period of consecutive days shown in the Schedule above after the date of direct physical loss or damage. However, we will only pay for "ordinary payroll expenses" for 60 days following the date of direct physical loss or damage.

- II. Only with respect to the insurance provided by this endorsement:

1. A minimum Coinsurance percentage is not required to activate the **Coverage Extension** for **Newly Acquired Locations**.
2. The **Additional Condition Coinsurance** and the **Optional Coverages** do not apply.
3. This Insurance is excess over any other insurance provided by this Coverage Part.

- III. In determining the operating expenses for the policy year for Coinsurance purposes, payroll expenses will not include "ordinary payroll expenses," except for "ordinary payroll expenses" incurred for 60 days. If the "ordinary payroll expenses" for the policy year vary during the year, the period of greatest "ordinary payroll expenses" will be used.

- IV. The following is added to the **Definitions** Section:

"Ordinary payroll expenses" means payroll expenses for all your employees except:

1. Officers;
2. Executives;
3. Department managers; and
4. Employees under contract.

"Ordinary payroll expenses" include:

- (1) Payroll;
- (2) Employee benefits, if directly related to payroll;
- (3) FICA payments you pay;
- (4) Union dues you pay; and
- (5) Workers compensation premiums.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENHANCED IDENTITY RECOVERY COVERAGE

IDENTITY RECOVERY CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The following is added to **Additional Coverages** under Section **A. - Coverage:**

IDENTITY RECOVERY COVERAGE

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

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

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

1. Case Management Service

Services of an "Identity recovery case manager" as needed to respond to the "Identity theft."

2. Expense Reimbursement

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

This coverage is additional insurance.

EXCLUSIONS

The following additional exclusions apply to both Case Management Service and Expense Reimbursement.

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

1. "Identity theft expenses" incurred to restore a professional or business identity.

2. Loss arising from any fraudulent, dishonest or criminal act by an "identity theft insured". This includes any such act by a person aiding or abetting an "identity theft insured". This also includes any such act by an authorized representative of an "identity theft insured". In all these cases, it does not matter whether the individual is acting alone or in collusion with others.
3. Loss other than "Identity theft expenses." Account balances which arise out of fraudulent charges would be one example of loss other than "Identity theft expenses."
4. Loss arising from an "Identity theft" first discovered by the "identity theft insured" prior to the policy period or after the policy period. This exclusion applies whether or not such "Identity theft" began or continued during the policy period.
5. Loss arising from an "Identity theft" that is not reported to us within 60 days after it is first discovered by the "identity theft insured".
6. Loss arising from an "Identity theft" that is not reported in writing to the police.

LIMITS

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

Expense Reimbursement coverage is subject to a limit of \$15,000 annual aggregate per "identity theft insured". This limit is the most we will pay for the total of all loss or expense arising out of all "Identity thefts" to any one "identity theft insured" which are first discovered by the "identity theft insured" during the present annual policy period. This limit applies regardless of the number of claims during that period.

An "Identity theft" may be first discovered by the "identity theft insured" in one policy period and continue into other policy periods. If so, all loss and expense arising from such "Identity theft" will be subject to the aggregate limit applicable to the policy period when the "Identity theft" was first discovered by the "identity theft insured".

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

Coverage for legal costs is found under item **d.** of the definition of "Identity theft expenses." Such legal costs are part of, and not in addition to, the Expense Reimbursement coverage limit.

Item **e.** (Lost Wages) and item **f.** (Child and Elder Care Expenses) of the definition of "Identity theft expenses" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "Identity theft" by the "identity theft insured".

Item **g.** (Miscellaneous Unnamed Costs) of the definition of "Identity theft expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Costs Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "Identity theft" by the "identity theft insured".

DEDUCTIBLE

Case Management Service is not subject to a deductible.

Expense Reimbursement coverage is subject to a deductible of \$250. You shall be responsible for only one deductible under this endorsement during any one policy period.

CONDITIONS

The following additional Conditions apply to this coverage.

A. Assistance and Claims

If you have questions or need help, please call the designated toll-free **Identity Recovery Help Line**.

The **Identity Recovery Help Line** is available to provide you with the following.

1. Information on how to respond to a possible "Identity theft."
2. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

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

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

As respects Expense Reimbursement Coverage, you must send to us receipts, bills or other records that support your claim for "Identity theft expenses." Such records must be sent to us within 60 days after our request.

B. Services

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

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

All other provisions of this policy apply.

DEFINITIONS

The following definitions are added with respect to this endorsement only.

1. "Identity Recovery Case Manager" means a person assigned by us to help an "identity theft insured" to recover control over his or her personal identification. This help may include contacting authorities, credit bureaus, creditors and businesses. Such contacts will take place with the permission and cooperation of the "identity theft insured".
2. "Identity Theft" means the fraudulent use of the Social Security number or other method of identifying an "identity theft insured". This includes the fraudulent use of the personal identity of an "identity theft insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.
"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.
3. "Identity Theft Expenses" means any of the following when they are reasonable and necessary expenses that are incurred in the United States or Canada as a direct result of an "Identity theft."

- a. Costs for re-filing applications for loans, grants or other credit instruments.
 - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage.
 - c. Costs for credit reports from established credit bureaus.
 - d. Fees and expenses for an attorney approved by us for the following:
 - (1) The defense of any civil suit brought against an "identity theft insured" by a creditor or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan;
 - (2) The removal of any civil judgment wrongfully entered against an "identity theft insured";
 - (3) Legal assistance for an "identity theft insured" at an audit or hearing by a governmental agency;
 - (4) Legal assistance in challenging the accuracy of the "identity theft insured's" consumer credit report; or
 - (5) The defense of any criminal charges brought against an "identity theft insured" arising from the actions of a third party using the personal identity of the "identity theft insured".
 - e. Actual lost wages of the "identity theft insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole workdays. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
 - f. Actual costs for supervision of children or elderly or infirm relatives or dependants of the "identity theft insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity theft insured".
 - g. Any other reasonable costs necessarily incurred by an "identity theft insured" as a direct result of the "Identity theft". Such costs include:
 - (1) Costs by the "identity theft insured" to recover control over his or her personal identity.
 - (2) Deductibles or service fees from financial institutions.
 Such costs do not include:
 - (3) Costs to avoid, prevent or detect "Identity theft" or other loss.
 - (4) Money lost or stolen.
 - (5) Costs that are restricted or excluded elsewhere in this endorsement or policy.
4. "Identity theft insured" means the following:
- a. When the entity insured under this endorsement is a Religious Institution, the "identity theft insured" is the Senior Ministerial Employee, all employed clergy, and the Head Business Official.
 - b. When the entity insured under this endorsement is an Educational Institution, the "identity theft insured" is the Chief School Administrator (Superintendent, Head of School, Headmistress, Headmaster), the Chief Financial Officer (Business Manager, Business Administrator, Business Official, Assistant Superintendent for Finance), and the Treasurer (Board or District Treasurer).
 - c. When the entity insured under this endorsement is a Library, the "identity theft insured" is the Head Librarian and the Assistant Librarian.
 - d. When the entity insured under this endorsement is a Volunteer Fire Department or Volunteer Ambulance Corps, the "identity theft insured" is the Chief Officer and all other officers.
- An "identity theft insured" must always be an individual person. The entity insured under this endorsement is not an "identity theft insured."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

ILLINOIS CHANGES – ARTIFICIALLY GENERATED ELECTRICAL CURRENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The exclusion set forth in:

1. Paragraph **B.2.a.** of the Standard Property Policy, the Causes Of Loss – Basic Form, the Causes Of Loss – Broad Form and the Causes Of Loss – Special Form; and
2. Paragraph **B.2.b.** of the Mortgageholders Errors And Omissions Coverage Form

is replaced by the following exclusion:

We will not pay for loss or damage caused by or resulting from 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 that fire.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The following exclusion is added to Paragraph B. Exclusions:

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

Cyber Incident

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

B. Exceptions And Limitations

1. Fire Or Explosion

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

2. Additional Coverage

The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided in the:

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

3. Electronic Commerce Endorsement

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

C. Vandalism

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Standard Property Policy or the Causes Of Loss – Basic, Broad or Special Forms and if applicable to the premises described in the Declarations:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPOILAGE COVERAGE

(Supplements Equipment Breakdown Coverage)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Schedule*

Prem. No.	Bldg. No.	Description of Property	Limit of Insurance	Deductible \$100 Each Occurrence Unless Otherwise Indicated	Refrigeration Maintenance Agreement
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*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Coverage Form to which this endorsement applies is extended to insure against direct physical loss of or damage to Covered Property by the Covered Causes of Loss, but only with respect to coverage provided by this endorsement.

A. Paragraph A.1. Covered Property, is replaced by the following:

1. Covered Property

Covered Property means "perishable goods" in your care, custody, or control at the described premises. Such property may be owned by you or by others.

B. The following is added to Paragraph A.2. Property Not Covered:

Property located:

- (1) On buildings;
- (2) In the open; or
- (3) In vehicles.

C. Paragraph A.3. Covered Causes Of Loss, is replaced by the following:

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss of or damage from:

- a. Breakdown or Contamination, meaning:
 - (1) Change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; and

(2) Contamination by the refrigerant.

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

D. Paragraph A.5. Coverage Extensions, does not apply.

E. Paragraph B. Exclusions (and Limitations) is replaced by the following:

B. Exclusions

- 1. Only the following Exclusions in B.1. of the Causes of Loss - Special Form apply to the Spoilage Coverage endorsement:
 - a. **Earth Movement;**
 - b. **Governmental Action;**
 - c. **Nuclear Hazard;**
 - d. **War And Military Action;**
 - e. **Water;** and
 the **Cyber Incident Exclusion** or the **Cyber Incident Exclusion With Ensuing Cause(s) Of Loss Exceptions**, whichever applies.
- 2. As respects Spoilage Coverage, the following Exclusions are added:
We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling, or humidity control system from the source of power.
 - b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
 - c. The inability of an Electric Utility Company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order.
 - d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
 - e. Breaking of any glass that is a permanent part of any refrigerating, cooling, or humidity control unit.
 - f. "Equipment breakdown."
- F. Paragraph D. Deductible**, is replaced by the following:
- 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 Schedule of this endorsement. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.
- G. The following is added to the Valuation Loss Condition:**
- We will determine the value of finished "perishable goods" in the event of loss or damage at:
- 1. The selling price, as if no loss or damage had occurred, on those "perishable goods" you would otherwise have sold during the "period of restoration," less discounts and expenses you otherwise would have had; or
 - 2. The replacement cost of other "perishable goods."
- H. Paragraph F. Additional conditions**, is replaced by the following:
- Additional Condition**
- The following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.
- Refrigeration Maintenance Agreements**
- If a refrigeration maintenance agreement is shown as applicable (denoted by "yes" in the Schedule of this endorsement) the following applies:
- You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us, the insurance provided by this endorsement will be automatically suspended at the involved location.
- I. Paragraph G. Optional Coverages**, does not apply.
- J. The following are added to Paragraph H. Definitions:**
- 1. "Equipment breakdown" means:
 - a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - b. Mechanical breakdown, including rupture or bursting caused by centrifugal force. However, this does not include mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment;
 - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
 - 2. "Period of restoration" means the period of time that:
 - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the date when the property at the described premises should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

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

 - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) Regulates the prevention, control, repair, clean-up, or restoration of environmental damage.

The expiration date of this policy will not cut short the "period of restoration."
 - 3. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.



UTICA NATIONAL INSURANCE GROUP

GRAPHIC ARTS MUTUAL INSURANCE CO.
180 GENESEE STREET
NEW HARTFORD, NY 13413

W0194
COOK & KOCHER INS GR INC
300 S NW HIGHWAY, #208
PARK RIDGE, IL 60068
(847)692-9200

POLICY NUMBER: CPP 4816743

NAMED INSURED: NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

ADDRESS: 2400 S. DES PLAINES AVE
NORTH RIVERSIDE, IL 60546

FORM OF BUSINESS:

BUSINESS DESCRIPTION:

POLICY PERIOD: FROM 01-15-2023 TO 01-15-2024 12:01 A.M. Standard Time at your address shown above.

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART – DECLARATIONS

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations):	\$ 2,000,000
Products-Completed Operations Aggregate Limit:	\$ 2,000,000
Personal and Advertising Injury Limit:	\$ 1,000,000
Each Occurrence Limit:	\$ 1,000,000
Damage To Premises Rented To You Limit:	\$ 100,000
Medical Expense Limit (Any One Person):	\$ 5,000

LOCATIONS OF ALL PREMISES OTHER THAN THE ADDRESS SHOWN ABOVE WHICH YOU OWN, RENT OR OCCUPY ARE LISTED ON COMMERCIAL GENERAL LIABILITY DECLARATIONS - CONTINUED

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART:

ADVANCE PREMIUM: \$ 3,592

TOTAL ADVANCE PREMIUM: \$ 3,592

Authorized Representative

CPP GL 11 4816743

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND THE FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.
8-D-CG Ed. 7-1999

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11-22-2022

The following spaces preceded by an asterisk (*) need not be completed if this Coverage Part and the Policy have the same effective date.

**ATTACHED TO AND FORMING
PART OF POLICY NO.
CPP 4816743**

***EFFECTIVE DATE
OF COVERAGE FORM
01-15-2023**

***ISSUED TO**

*POLICY PERIOD: FROM 01-15-2023

TO 01-15-2024

At 12:01 A.M. Standard Time at your
mailing address shown above

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

EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE PART DECLARATIONS

	LIMITS OF INSURANCE	
EACH LOSS	\$1,000,000	
AGGREGATE LIMIT	\$3,000,000	For Each Annual Policy Year
DEDUCTIBLE	\$1,000	Each Loss (Per Deductible Provision in Section IV Of the Coverage Form)

RETROACTIVE DATE: 01-15-2015

This insurance does not apply to wrongful acts which took place before the Retroactive Date, if any, shown above.
No Retroactive Date applies if "None" appears above.

ADVANCE PREMIUM

Number of Employees	Rate per Employee	Estimated Advance Premium
First 5,000		
Next 5,000		
Over 10,000		
Minimum Premium	Total Estimated Advance Premium	\$393

OPTIONAL EXTENDED REPORTING PERIOD PREMIUM (if applicable)

In Section VI - Extended Reporting Periods, we agree to provide an Optional Extended Reporting Period under certain conditions. The estimated premium for such an Optional Extended Reporting Period is: \$570

OTHER APPLICABLE FORMS AND ENDORSEMENTS ☐:


(Authorized Representative)

**

☐ Forms and endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

** Entry optional if shown in Common Policy Declarations.

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

**The Coverage Form which provides Employee Benefit Programs Liability Coverage
applies on a claims-made basis.**

The following provides a general description of this coverage and is subject to the terms and provisions of the actual Coverage Form.

- A.** The Coverage Form will not apply to any losses from wrongful acts which take place before the Retroactive Date, if any, or after the expiration of the policy period.
- B.** The Coverage Form will apply to losses from wrongful acts which take place after the Retroactive Date, if any, but before the beginning of the policy period **only if** the insured did not know of the incident before the beginning of the policy period **and** if any claim is made according to **D.** below.
- C.** The Coverage Form will not apply to any loss for which claim is first made after the expiration of the policy period or any Automatic or Optional Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form.
- D.** The Coverage Form will apply only to claims which are first made:
 - 1.** During the policy period;
 - 2.** During the ninety (90) day Automatic Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form;
 - 3.** During the five year Automatic Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form for claims arising out of incidents reported, under the policy provision, no later than ninety (90) days after the end of the policy period; or
 - 4.** During the Optional Extended Reporting Period of unlimited duration described in the Extended Reporting Period Section of the Coverage Form.
 - a.** We will send you a written notice within thirty (30) days after any termination of coverage of costs for and provisions of Extended Reporting Periods.
 - b.** The Optional Extended Reporting Period must be requested by the insured in writing, by the later of ninety (90) days after the termination of coverage or thirty days after the date of mailing of the company's notice to the insured of costs for and provisions of Extended Reporting Periods, in order to allow claims to be made against the policy coverage after the expiration of any Automatic Extended Reporting Period.
- E.** For the first three years of claims-made coverage, premium will be comparatively lower than for occurrence coverage, and will increase for each renewal of those policies. Claims-made prices will still be somewhat lower than occurrence prices for mature accounts (in their fourth or later years). The purchase of Optional Extended Reporting Periods, as described above, requires additional premium payments.

COMPANY NAME : GRAPHIC ARTS MUTUAL INSURANCE CO.
Policy No.: CPP 4816743
Renewal of No.:

EMPLOYMENT-RELATED PRACTICES LIABILITY INSURANCE DECLARATIONS
(CLAIMS-MADE BASIS)

ANY "DEFENSE COSTS" PAID UNDER THIS COVERAGE PART WILL REDUCE THE AVAILABLE LIMITS OF INSURANCE AND MAY EXHAUST THEM COMPLETELY. SUCH COSTS WILL ALSO BE APPLIED AGAINST ALL APPLICABLE RETENTION AMOUNTS. IF THE LIMIT OF INSURANCE IS EXHAUSTED, THE INSURER WILL HAVE NO FURTHER LIABILITY FOR "DEFENSE COSTS," JUDGMENTS OR SETTLEMENTS.

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

SCHEDULE

LIMITS OF INSURANCE:

Policy Aggregate Limit	\$1,000,000
Each "Claim" Limit	\$1,000,000

RETENTION AMOUNT:

Each "Claim"	\$5,000
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COINSURANCE PARTICIPATION: 0 %

Subject To A Maximum Of: \$0

Each "Claim" \$5,000

RETROACTIVE DATE: 01-15-2015

This Insurance does not apply to "claims" for "employment-related practices" which took place before the Retroactive Date, if any, shown herein: Retroactive Date:

(Enter Date or "None" if no Retroactive Date applies.)

OPTIONAL EXTENDED REPORTING PERIOD PREMIUM

In Section VII - EXTENDED REPORTING PERIODS, we agree to provide an Optional Extended Reporting Period under certain conditions. The premium for such an Optional Extended Reporting Period is:

\$704.00	12 Months	\$885.00	24 Months	\$1,066.00	36 Months
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ADVANCE PREMIUM:

Total Advance Premium \$ 646.00

Policy Writing Minimum Premium

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of Issue:


Authorized Representative

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

SEE OVER FOR IMPORTANT CLAIMS-MADE COVERAGE NOTICE

The Coverage Form which provides Employment-Related Practices Liability Coverage applies on a claims-made basis.

The following provides a general description of this coverage and is subject to the terms and provisions of the actual Coverage Form. Terms in quotation marks are defined in the Coverage Form.

- A. The Coverage Form, subject to its terms and conditions, provides full prior acts coverage if no Retroactive Date is entered in the Declarations. If a Retroactive Date is entered in the Declarations, the Coverage Form will not apply to "claims" for "employment-related practices" which took place before the Retroactive Date. The Coverage Form will not apply to "claims" for "employment-related practices" which take place after the expiration of the "policy period."
- B. The Coverage Form will apply to "claims" for "employment-related practices" which took place on or after the Retroactive Date, if any, but before the beginning of the "policy period" **only if** any "claim" is made according to D. below.
- C. The Coverage Form will not apply to any "employment-related practice" for which "claim" is first made after the expiration of the "policy period" or any Automatic or Optional Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form.
- D. The Coverage Form will apply only to "claims" which are first made:
 - 1. During the "policy period";
 - 2. During the sixty day Automatic Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form;
 - 3. During the five year Automatic Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form for "claims" arising out of "employment-related practices" reported, under the policy provisions, no later than sixty days after the end of the "policy period"; or
 - 4. During the 12 month, 24 month or 36 month Optional Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form. Such Optional Extended Reporting Period must be requested by the first Named Insured in writing, by the later of sixty days after the date of "termination of coverage," or thirty days after the date of mailing by us of notice to the first Named Insured advising of premiums for and provisions of the Optional Extended Reporting Periods, in order to allow "claims" to be made against the policy coverage after the expiration of any Automatic Extended Reporting Period.
- E. We will send to the first Named Insured shown in the Declarations a written notice, within thirty days after any notice of "termination of coverage," of the premiums for and provisions of the Extended Reporting Periods, unless we cancel for nonpayment of premium or fraudulent activities of an insured.
- F. For the first three years of claims-made coverage, premiums will be comparatively lower than for occurrence coverage, and will increase for each renewal of those policies. Claims-made prices will still be somewhat lower than occurrence prices for mature accounts (in their fourth or later years). The purchase of Optional Extended Reporting Periods, as described above, requires additional premium payments.

COMMERCIAL GENERAL LIABILITY DECLARATIONS - CONTINUED

POLICY NUMBER: CPP 4816743

Item No.	Locations/Classifications	Code No. St.-Terr.	Premium Basis	Rates		Advance Premium	
				OTHER	PR/CO	OTHER	PR/CO
001A	Libraries	66309 IL-507	Area 22500	PER THOUSAND			
				47.408	.000	\$ 1,067	\$ 0
001B	8D1848 Abuse or Molestation Liability Coverage Form					\$ 506	
002B	8D1014 Employee Benefit Programs Liability Coverage Form					\$ 393	
003B	8D2636 Employment Related Practices Liability Coverage Form					\$ 646	
004B	8D3063 Legal Liability Coverage Form					\$ 538	
006B	8E3548 General Liability Extensions Endorsement						\$ 250
007B	8E3767 Hired Auto And Non-Owned Auto Liability						\$ 192
Total Advance Other and PR/CO						\$ 3,592	\$ 0
TOTAL ADVANCE PREMIUM						\$ 3,592	

ITEM LETTER CODE

A=HAZARD
B=FORM
C=FLAT CHARGE

Issuing Company: GRAPHIC ARTS MUTUAL INSURANCE CO.

A MEMBER OF UTICA NATIONAL INSURANCE GROUP

ABUSE OR MOLESTATION LIABILITY COVERAGE PART (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

(For Attachment to a Liability or Package Policy)

The following spaces preceded by an asterisk (*) need not be completed if this Coverage Form and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO. CPP 4816743	*EFFECTIVE DATE OF COVERAGE FORM 01-15-2023	*ISSUED TO
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ADDITIONAL DECLARATIONS

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

SCHEDULE			
COVERAGE	LIMITS OF LIABILITY		
Legal Liability	\$1,000,000	Each Loss	
	\$1,000,000	Annual Aggregate	
ADVANCE PREMIUM			
Total Advance Premium \$506			
Premium shown is payable** \$506	at inception; \$	1st Anniversary; \$	2nd Anniversary
FORMS AND ENDORSEMENTS			
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue÷:			

**

Countersigned:**

Date:

By



Company Officer

**Entry optional if shown in Common Policy Declarations.

÷ Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

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

LEGAL LIABILITY INSURANCE COVERAGE DECLARATIONS**(THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE COVERAGE PART CAREFULLY.)****(For Attachment to a Liability or Package Policy)**

The following spaces preceded by an asterisk (*) need not be completed if this Coverage Part and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF COVERAGE PART	*ISSUED TO
CPP 4816743	01-15-2023	

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

COVERAGE	LIMITS OF LIABILITY
Legal Liability	\$1,000,000 Each Loss
	\$1,000,000 Aggregate for Each Annual Policy Year
Each Director's Retained Limit	\$ _____ (each "loss")
Aggregate Retained Limit	\$ _____ (each "loss")
Director's Coinsurance Percentage	_____ %
Premium Base - Total Number of Staff:	11-20 (Full Time Equivalent)

RETROACTIVE DATE
This insurance does not apply to "loss" from "wrongful acts" which took place before the Retroactive Date, if any, shown below: Retroactive Date: <u>01-15-2015</u> (Enter Date or "None" if no Retroactive Date applies)

OPTIONAL EXTENDED REPORTING PERIOD PREMIUM
In Section V - EXTENDED REPORTING PERIODS, we agree to provide an Optional Extended Reporting Period under certain conditions. The premium for such an Optional Extended Reporting Period is: \$780

ADVANCE PREMIUM
Total Advance Premium \$538
Premium shown is payable** \$538 at inception; \$ 1st Anniversary; \$ 2nd Anniversary

FORMS AND ENDORSEMENTS
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of Issue***:

Countersigned at:**

Date: _____
Licensed Resident AgentBy Shannon C Peck **
Company Officer

**Entry optional if shown in Common Policy Declarations.

***Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

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

<p>The Coverage Part which provides Liability Coverage applies on a claims-made basis.</p>

The following provides a general description of this coverage and is subject to the terms and provisions of the actual Coverage Part.

- A.** The Coverage Part will not apply to any losses from incidents which take place before the Retroactive Date, if any, or after the expiration of the policy period.
- B.** The Coverage Part will apply to losses from incidents which take place after the Retroactive Date, if any, but before the beginning of the policy period **only if** the insured did not know of the incident before the beginning of the policy period **and** if any claim is made according to **D.** below.
- C.** The Coverage Part will not apply to any loss for which claim is first made after the expiration of the policy period or any Automatic or Optional Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form.
- D.** The Coverage Part will apply only to claims which are first made:
 - 1.** During the policy period;
 - 2.** During the ninety day Automatic Extended Reporting Period described in the Extended Reporting Period Section of the Coverage Form;
 - 3.** During the Optional Extended Reporting Period of unlimited duration described in the Extended Reporting Period Section of the Coverage Form.
 - a.** We will send to you a written notice within thirty days after any termination of coverage of costs for and provisions of Extended Reporting Periods.
 - b.** The Optional Extended Reporting Period must be requested by the insured in writing, by the later of sixty days after the termination of coverage or thirty days after the date of mailing of the company's notice to the insured of costs for and provisions of Extended Reporting Periods, in order to allow claims to be made against the policy coverage after the expiration of any Automatic Extended Reporting Period.
- E.** For the first three years of claims-made coverage, premium will be comparatively lower than for occurrence coverage, and will increase for each renewal of those policies. Claims-made prices will still be somewhat lower than occurrence prices for mature accounts (in their fourth or later years). The purchase of Optional Extended Reporting Periods, as described above, requires additional premium payments.
- F.** A review of the Extended Reporting Period provisions in the Coverage Part, as summarized above, will underscore the importance of both the Automatic and Optional Extended Reporting Periods. A potential gap in coverage may arise upon expiration of such extended reporting period coverage.

SUPPLEMENTAL DECLARATIONS

Named Insured: NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

Location of all premises you own, rent or occupy :

PUBLIC LIBRARY, 2400 S. DES PLAINES AVE , NORTH RIVERSIDE, IL 60546

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

k. Damage To Your Product

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

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

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

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:

 - (1)** Agrees in writing to:

 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:

 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

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

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

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

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

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE.

Please read the entire form carefully.

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 II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VII - DEFINITIONS.

SECTION I - EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay for all "loss" resulting from a "claim" made by any of your employees, former employees, or their beneficiaries or legal representatives, for a "wrongful act" to which this insurance applies. We will have the right and duty to defend an "insured" against any "suit" seeking such "loss" even if any allegations of the "suit" are groundless, false, or fraudulent. However, we will have no duty to defend an insured against any "suit" seeking "loss" to which this insurance does not apply. At our discretion, we may investigate any allegation of a "wrongful act" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section IV - 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 "loss."

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

- b. This insurance does not apply to "wrongful acts," which took place before the Retroactive Date, if any, shown in Declarations for this Coverage Part or which take place after the "policy period." This insurance applies only to "loss" from "wrongful acts" which take place:

- (1) In the Coverage Form Territory described in Section III;

- (2) During the "policy period" and "claim" for damages is first made against any insured during the "policy period"; or

- (3) Prior to the "policy period," but on or after the Retroactive Date, if any, shown in the Declarations for this Coverage Part, if prior to the effective date of this Coverage Part:

- (i) The insured did not give notice to any prior insurer of such "wrongful act"; and
- (ii) The insured had no knowledge of such "wrongful act" likely to give rise to a "claim" hereunder; and
- (iii) "Claim" for damages is first made against any insured during the "policy period."

- c. A "claim" by any person or organization seeking "loss" will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a. above.

- d. All "claims" for "loss" based on or arising out of a single "wrongful act" or all "interrelated wrongful acts" of one or more insureds will be deemed to be one "claim" and to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Any dishonest, fraudulent, malicious, or criminal conduct of an insured. This exclusion applies only to insureds who participated in, acted with knowledge of, or acquiesced to such conduct.

- b. Any "claim" for libel or slander.
- c. Bodily injury to, or sickness, disease, or death of any person, or to injury to or destruction of tangible property, including the loss of use thereof.
- d. Any "claim" for failure of performance of contract by any insurer; including failure of any "employee benefit program".
- e. Any "claim" based upon the insured's failure to comply with any law concerning workers compensation, unemployment compensation, social security, disability benefits or any similar law.
- f. Any "claim" based upon the termination of any "employee benefit program".
- g. Any "claim" based upon: (1) Failure of stock shares to perform as represented by an insured; or (2) Advice given by an insured to an employee to participate or not to participate in stock subscription plans; or (3) The investment or non-investment of funds.
- h. Any "claim" arising from liability assumed or contracted for by the named insured.
- i. "Loss" based upon or attributable to an insured gaining personal profit or advantage to which the insured is not legally entitled.
- j. Any "wrongful act" if insurance for such "loss" is provided by any other Coverage Part attached to this policy or by any other insurance policy issued by any member company of the Utica National Insurance Group. This exclusion does not apply to an Excess Liability Policy written specifically to apply in excess of the limits of this Coverage Part.
- k. "Loss" from any obligation arising from an insured's activities in a fiduciary capacity as respects any employee benefit plan. As used in this exclusion, fiduciary means a person or entity which:
 - (1) Exercises any discretionary authority or discretionary control respecting management of such plan or exercises any authority or control respecting management or disposition of its assets; or
 - (2) Renders investments advice, direct or indirect, with respect to any money or other property of such plan, or has authority or responsibility to do so.
- l. "Loss" arising out of wrongful termination of employment, discrimination, humiliation or other employment-related practices or policies.

3. Supplementary Payments

We will pay, with respect to any "claim" or "suit" we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- c. 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.
- d. All costs taxed against the insured in the "suit."
- e. Pre-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 pre-judgment interest based on that period of time after the offer.
- f. 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 the court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, 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. An organization other than a partnership or joint venture, you are an insured. Your directors and stockholders are also insured, but only with respect to their liability as stockholders or directors.

2. Each of your employees and executive officers are also insureds, but only if such employee is authorized to act in the "administration" of the insured's "employee benefit programs."

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - COVERAGE FORM TERRITORY

This Coverage Part applies only to "wrongful acts" which take place within the United States of America, its territories or possessions or Canada. We will only defend "claims" or "suits" which are made in the territory described above.

SECTION IV - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits."
2. The Aggregate Limit For Each Annual Policy Year is the most we will pay for damages because of "losses" covered by this form.
3.
 - a. Subject to 2. above, the Each Loss limit is the most we will pay for all "loss" from any one "wrongful act" or all "interrelated wrongful acts" of one or more insureds; and
 - b. Only one deductible amount applies to all such "loss."
4. The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
5. The deductible amount of \$1,000 as stated in the Declarations, shall be deducted from the amount of each "loss" covered by this Coverage Part. We will be liable only for damages in excess of the deductible. We may pay any part or all of the deductible amount to settle a "claim" or "suit" and you agree to promptly reimburse us for such part of the deductible amount paid by us

SECTION V - EMPLOYEE BENEFIT PROGRAMS LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Wrongful Act, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of any "wrongful act" which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "wrongful act" took place;

- (2) The names and addresses of any persons involved in the "wrongful act" and witnesses; and

- (3) The nature of the harm resulting from the "wrongful act."

Notice of a "wrongful act" is not notice of a "claim".

- b. If a "claim" is received by any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the "claim" 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, settlement or defense of the "claim" or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "loss" to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If the other valid and collectible insurance is available to the insured for a "loss" we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis available to the insured for any "wrongful act" which took place prior to the "policy period."

When this insurance is excess, we will have no duty 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.

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

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

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

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the "loss" remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

5. Premium

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each annual period of this policy the first Named Insured shall furnish the company with a statement of the total number of employees at the end of the "policy period." The earned premium shall be computed on the average number of employees at the beginning and end of such period in accordance with the rates set forth in the Declarations. If the premium so computed exceeds the estimated advance premium paid, the first Named Insured shall pay the excess to the company; if less, the company shall return to the first Named Insured the excess portion paid, subject to the minimum premium for this insurance stated in the Declarations.

- c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Your Right to Claim and Wrongful Act Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding "employee benefit programs" claims made Coverage Part we have issued to you during the previous three years:

- a. A list of other record of each "wrongful act" not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of this Section. 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, stated separately, under the applicable Aggregate Limit for Each Annual Policy Year.

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 Part, 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 first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile "claim" and "wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

SECTION VI - EXTENDED REPORTING PERIODS

1. We will provide an Automatic Extended Reporting Period as described in paragraph 3., or if you purchase it, an Optional Extended Reporting Period Endorsement as described in paragraph 4. in the event of any "termination of coverage."
2. Any "claim" first made during an Extended Reporting Period will be deemed to have been made on the last day of the "policy period," provided that the "claim" is for "loss" from "wrongful acts" which took place before the end of the "policy period" of this policy (but not before any applicable Retroactive Date).

Extended Reporting Periods:

- a. Do not extend the "policy period" or change the scope of coverage provided;

- b. Apply only to the coverage terminated or reduced; and
- c. Apply only as excess insurance 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 Extended Reporting Period takes effect.

3. The Automatic Extended Reporting Period is provided without additional charge. This period starts with the end of the "policy period" and lasts until the earliest of the following:

- a. Five years for "claims" arising out of a "wrongful act" reported to us, not later than 90 days after the end of the "policy period," in accordance with paragraph 2.a. of Section V - Employee Benefit Programs Liability Conditions;
- b. The date of purchase of (and payment of required premium for) the Optional Extended Reporting Period described in this Coverage Part; or
- c. Ninety days.

The Automatic Extended Reporting Period may not be cancelled.

4. If you purchase the Optional Extended Reporting Period Endorsement, the Extended Reporting Period will be of unlimited duration. This period starts on the later of the following dates:

- a. The end of the "policy period"; or
- b. The date of purchase of (and payment of required premium for) the Optional Extended Reporting Period described in this Coverage Part, as limited by the time allowed for such purchase.

5. a. We will notify you in writing within thirty (30) days after the date of "termination of coverage" of costs for and provisions of the Extended Reporting Periods unless we cancel for nonpayment of premium or fraudulent activities of an insured.

- b. You will have until the later of sixty (60) days after the date of "termination of coverage," or thirty (30) days after the date of mailing of the Extended Reporting Period notice provided for above, to request the Optional Extended Reporting Period. Your request must be submitted to us in writing with your premium payment.

- c. The Optional 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 cancelled.

- d. We will determine the actual premium for the Optional Extended Reporting Period Endorsement in accordance with our rules and rates.
 - e. The premium for the Optional Extended Reporting Period Endorsement is shown in the Declarations or in any endorsement changing the premium because of any change in the nature or extent of the risk during the "policy period." The premium for the Optional Extended Reporting Period will be fully earned when the endorsement takes effect.
6. The Optional Extended Reporting Period Endorsement will also amend paragraph **4.b.** of Section **V** - Employee Benefit Programs Liability Conditions (Other Insurance) so that the insurance provided will be 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 Optional Extended Reporting Period Endorsement takes effect.
 7. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this Coverage Part applies, except to the extent described in paragraph **8.** of this Section.
 8. If you purchase the Optional Extended Reporting Period Endorsement:
 - a. We will provide a single aggregate limit of insurance for the entire Optional Extended Reporting Period equal to the dollar amount entered in the Declarations as the Aggregate Limit For Each Annual Policy Year for the final year of the terminated Employee Benefit Programs Liability Coverage Part.
 - b. Paragraph **2.** of Section **IV** - Limits of Insurance will be amended to reflect the aggregate as described in **a.** above.
 - c. The Each Loss limit shown in the Declarations will continue to apply, as set forth in paragraph **3.** of Section **IV** - Limits of Insurance.
 9. If, in the event of any "termination of coverage," you elect to purchase the Optional Extended Reporting Period Endorsement:
 - a. Any return premium due you for the "termination of coverage" will be credited to the premium due for the Optional Extended Reporting Period Endorsement; and
 - b. Any additional premium or Retained Amount due us for the period the policy was in force must be fully paid before any payments can be applied to the premium due for the Optional Extended Reporting Period Endorsement.

SECTION VII - DEFINITIONS

1. "Administration" means the following acts provided that they are authorized by the Named Insured:
 - a. Giving or failure to give counsel to employees with respect to the "employee benefit programs";
 - b. Interpreting the "employee benefit programs";
 - c. The handling of records in connection with the "employee benefit programs"; or
 - d. Effecting enrollment, termination or cancellation of employees under the "employee benefit programs".

However, "administration" does not include handling payroll deductions.
2. "Claim" means a written notice, including service of "suit" or demand for arbitration, received by one or more insureds which alleges a "wrongful act" or asks for money or services.
3. "Employee benefit programs" means:
 - a. Pension and profit sharing plans;
 - b. Individual Retirement Account (IRA) plans;
 - c. Salary reduction plans under Internal Revenue Code 401(k), 403(b), or any amendments thereto;
 - d. Employee stock subscription plans;
 - e. Savings Plans;
 - f. Group plans for life, health, dental, disability, automobile, homeowners and legal advice insurance;
 - g. Social Security system benefits;
 - h. Workers compensation and unemployment insurance;
 - i. Travel and vacation plans; and
 - j. Educational tuition reimbursement plans.
4. "Interrelated wrongful acts" means "wrongful acts" which arise out of and have as a common basis:
 - a. Related circumstances, situations, events, transactions or facts;
 - b. A series of related circumstances, situations, events, transactions or facts; or
 - c. A common pattern of conduct.
5. "Loss" means any amount which an insured becomes legally obligated to pay as damages for any "claim" to which this insurance applies and shall include judgments and settlements. To the extent allowed by law, "loss" shall include punitive or exemplary damages. "Loss" shall not include:
 - a. Fines or penalties imposed by law; and
 - b. Matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.

6. "Policy Period" means that period stated in the Declarations.
 - a. If this Coverage Part is issued subsequent to the issuance of the policy, the "policy period" will commence only as of the effective date of this Coverage Part.
 - b. If this Coverage Part or the policy to which it is attached is cancelled the "policy period" will end with that termination date.
 - c. If there is a "termination of coverage" as described in parts **b.** or **c.** of the definition of "termination of coverage", the "policy period" will be understood to end on the date of such change, but only with respect to such changed coverage.
7. "Suit" means a civil proceeding in which "loss" from a "wrongful act" is alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "loss" is 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 "loss" is claimed and to which the insured submits with our consent.
8. "Termination of coverage" means:
 - a. Cancellation or nonrenewal of the policy;
 - b. Decrease in limits, reduction of coverage, increased deductible or self-insured retention, new exclusion; or
 - c. Other change in coverage less favorable to the insured.
9. "Wrongful Act" means any breach of duty, neglect, error, omission, misstatement or misleading statement in the "administration" of your "employee benefit programs."

ABUSE OR MOLESTATION LIABILITY COVERAGE FORM (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

Please read the entire form carefully.

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 the insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - ABUSE OR MOLESTATION LIABILITY COVERAGE (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

1. Insuring Agreement.

- a. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay for "loss" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking such payment even if the allegations of the "suit" are groundless, false, or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking payment for "loss" to which this insurance does not apply. We may, at our discretion, investigate any incident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of "loss."

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

- b. This insurance applies only to "loss" which results from a "wrongful act", and then only when such "wrongful act" first takes place during the "policy period." All "wrongful acts" which constitute one "loss" will be deemed to first take place at the time of the earliest of such "wrongful acts."

2. Exclusions.

This insurance does not apply:

- a. To any person who:
 - (1) Participated in or who conspired with or directed a participant in any "wrongful act"; or
 - (2) Knowingly allowed any "wrongful act" or failed to report any "wrongful act" to proper authorities.
- b. To the cost of defense of, or payment of fines for, any person who actually or allegedly violated any penal or criminal statute.
- c. If you fail to give us written notice within 60 days of your being notified of an incident which appears likely to result in a claim or "suit" involving a "wrongful act."
- d. To liability assumed by the insured under any contract or agreement, but this exclusion does not apply to liability for "loss" that the insured would have in the absence of the contract or agreement.

- e. To any obligation of the insured under a workers compensation, disability benefits, or unemployment compensation law, or any similar law.
- f. To injury to:
 - (1) An employee of the insured arising out of and in the course of employment by the insured; or
 - (2) The spouse, child, parent, brother, or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.
- g. To "loss" arising from the ownership, maintenance, operation, use, entrustment, loading or unloading of any watercraft, or aircraft.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "wrongful act" which caused the "loss" involved the ownership, maintenance, use or entrustment to others of any aircraft, or watercraft.
 - h. To exemplary or punitive damages.
 - i. To "loss" arising from any violation of the civil rights of any person.
 - j. (1) "Loss" to 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; or
 - (2) "Loss" to the spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

3. Supplementary Payments.

We will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of appeal bonds, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. 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.
- d. All costs taxed against the insured in the "suit."
- e. Pre-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 pre-judgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after the entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

Each of the following is an insured under this coverage subject to all the exclusions and provisions thereof:

- 1. You and any "affiliate."
- 2. Your employees, directors, officers, trustees, clergy, wardens, deacons, elders, teachers, members of the vestry, members of the board of trustees, members of the board of governors, or members of the board of education while acting within the scope of their duties as such.
- 3. With respect to the liability of insureds described above, the heirs, administrators, assigns, and legal representatives of each insured in the event of death, incapacity, or bankruptcy.
- 4. Employees, directors, officers, trustees, clergy, wardens, deacons, elders, teachers, members of the vestry, members of the board of trustees, members of the board of governors, or members of the board of education of any "affiliate" acquired or formed after the effective date of this Coverage Part, while acting within the scope of their duties as such, but only if the first Named Insured shown in the Declarations:

- a. Provides immediate written notice of such acquisition or formation to us;
- b. Furnishes such additional information as we require as soon as practicable; and
- c. Pays promptly such additional premium as is required.

However, coverage under this provision does not apply to any "wrongful act" that took place before you formed or acquired the "affiliate."

- 5. Any other member of yours but only while acting on your behalf.
- 6. Any volunteer worker but only while acting on your behalf with your consent and knowledge.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
- 2. The Annual Aggregate Limit is the most we will pay for the total of all "losses" covered by this Coverage Part.
- 3. Subject to 2. above, the Each Loss Limit is the most we will pay for damages because of each "loss" as defined.
- 4. The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - ABUSE OR MOLESTATION LIABILITY CONDITIONS (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of "Wrongful Act," Claim, or "Suit."

(See Exclusion c. Also.)

- a. You must see to it that we are notified as soon as practicable (and within 60 days of any notice to you) of any "wrongful act" which may result in a claim. To the extent possible, notice should include:

- (1) How, when, and where the "wrongful act" took place;
- (2) The names and addresses of any persons involved in the "wrongful act" and witnesses; and
- (3) The nature of the harm resulting from the "wrongful act."

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

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit;"
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit;" and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "loss" 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 without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a "loss" we cover under this Coverage Part, our obligations are limited as follows:

- a. This insurance is primary with respect to insurance that is specifically written as excess over this insurance.

- b. **Excess Insurance**

- (1) This insurance is excess over any insurance that is not specifically described in item a. above, whether primary, excess, contingent, or on any other basis available to any insured under this Coverage Part.

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

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

- (a) The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining "loss," if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. **Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Two or More Coverage Forms

Except for the insurance provided by this Coverage Part, the policy to which this Coverage Part is attached does not apply to any claim or "suit" seeking damages arising out of any actual or alleged act of abuse or molestation (including sexual misconduct or sexual molestation).

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and

- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and

- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after "loss" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. State Changes.

Any state amendatory endorsement changing Cancellation or Nonrenewal Conditions for any part of this policy shall also apply to this Coverage Part.

SECTION V - DEFINITIONS

- 1. "Affiliate" means any entity wholly owned by you or owned through one or more of your "affiliates." Coverage shall apply to "affiliates" which existed prior to or at the inception date of this Coverage Part. In the event of sale or dissolution of any

"affiliate" after the inception date of this Coverage Part, coverage shall continue to apply to all persons who were persons insured of the "affiliate" with respect to claims for "wrongful acts" prior to the time of sale or dissolution. However, in the event of sale, coverage shall cease as of the date of sale for subsequent persons in such positions.

2. a. "Loss" means any damages which the insured is legally obligated to pay for any claim to which this insurance applies and shall include judgments and settlements and also includes damages claimed by any person or organization for care, loss of services, or death resulting at any time from a "wrongful act." "Loss" shall not include fines or penalties imposed by law or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.
- b. All:
 - (1) Covered acts of abuse or molestation (including sexual misconduct or sexual molestation) by one person, or by two or more persons acting together; and
 - (2) Breaches of duty related to the acts in item (1) immediately above;will constitute one "loss" and be subject to the Each Loss Limit of Insurance.

3. "Policy period" means that period stated in the Declarations of the policy. But if this Coverage Part is issued subsequent to the issuance of the policy, the "policy period" hereunder will commence only as of the effective date of this Coverage Part and shall terminate with the policy termination.

4. "Suit" means a civil proceeding in which damages because of "loss" from "wrongful acts" 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.

5. "Wrongful act" means:

- a. Any act of actual or threatened abuse or molestation (including sexual misconduct or sexual molestation) which results in injury to another; or
- b. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to the proper authorities, or failure to so report; or
 - (5) Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

For the purpose of this coverage, abuse means an intentional, inherently harmful act.

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE.

THIS COVERAGE IS LIMITED TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE "POLICY PERIOD" OR ANY EXTENDED REPORTING PERIOD PROVIDED.

ANY "DEFENSE COSTS" PAID UNDER THIS COVERAGE WILL REDUCE THE AVAILABLE LIMIT OF LIABILITY AND MAY EXHAUST IT COMPLETELY. SUCH COSTS WILL ALSO BE APPLIED AGAINST ALL APPLICABLE RETENTION AMOUNTS. IF THE LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER WILL HAVE NO FURTHER LIABILITY FOR "DEFENSE COSTS," JUDGMENTS OR SETTLEMENTS UNDER THIS COVERAGE.

PLEASE REVIEW THE POLICY CAREFULLY.

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

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 III - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section I - Definitions.

SECTION I - DEFINITIONS

1. "Claim" means a written or oral notice presented by:

- a. Any of your "employees," "leased workers," "temporary workers," former "employees" or applicants for employment;
- b. The legal representative of any individual in I 1.a. above; or
- c. The EEOC or any other federal, state or local administrative or regulatory agency on behalf of any person in part I 1.a. above;

that the insured is responsible for "damages" as a result of injury arising out of an "employment-related practice."

"Claim" includes any civil proceeding in which either "damages" are alleged or fact finding will take place, when either is the actual or alleged result of an "employment-related practice" to which this insurance applies. This includes:

- (1) An arbitration proceeding in which such "damages" are claimed and to which the insured submits with our consent;
- (2) Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or

(3) Any administrative proceeding instituted under such federal, state or local laws as may be applicable to "employment-related practices" covered under this insurance.

2. "Coverage territory" means:

- a. The United States of America (including its territories and possessions) and Puerto Rico; or
- b. Anywhere in the world with respect to the activities of a person whose place of employment is in the territory described in part I 2.a. above, while he or she is away for a short time on your business;

provided that the insured's responsibility to pay "damages" is determined in a suit (or in any other type of civil proceeding included in the definition of "claim") on the merits in, and under the substantive law of, the United States of America (including its territories and possessions) or Puerto Rico.

3. "Damages" means monetary amounts to which this insurance applies and which the insured is legally obligated to pay as judgments or awards; or as settlements to which we have agreed in writing.

"Damages" include:

- a. "Prejudgment interest" awarded against the insured on that part of the judgment we pay;
- b. To the extent allowed by law, any portion of a judgment or award that represents a multiple of the compensatory amounts; or punitive or exemplary damages; and
- c. Statutory attorney fees.

"Damages" do not include:

- (1) Civil, criminal, administrative or other fines or penalties;
 - (2) Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; or
 - (3) Judgments or awards because of acts deemed uninsurable by law.
4. "Defense costs" mean payments allocated to a specific "claim" for its investigation, settlement, or defense, including:
- a. Attorney fees and other litigation expenses.
 - b. The costs of bonds to appeal a judgment or award in a "claim" we defend. We do not have to furnish such bonds.
 - c. The costs of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish such bonds.
 - d. 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.
 - e. Costs taxed against the insured in the "claim."

"Defense costs" do not include:

- (1) Salaries and expenses of our employees or your "employees," except for:
 - (a) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim" for the defense of the insured; or
 - (b) Expenses included in paragraph I 4.d. above.

- (2) 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 amount available for the judgment under the provisions of Section IV - Limits Of Insurance And Retentions.

5. "Employee" means a person:

- a. Employed by you for wages or salary; or
- b. Who is a current or former member of your board of directors.

But "employee" does not include an independent contractor, employees of an independent contractor while acting within the scope of their employment, a "leased worker" or a "temporary worker."

6. "Employment-related practices" mean any of the following listed practices, whether actual or alleged:

- a. Which are directed against any of your "employees," "leased workers," "temporary workers," former "employees" or applicants for employment; and
- b. For which remedy is sought under any federal, state or local statutory or common civil law relating to employment practices.

"Employment-related practices" listed:

- (1) Wrongful refusal to employ a qualified applicant for employment;
- (2) Wrongful failure to promote or wrongful deprivation of career opportunity;
- (3) Wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;
- (4) Wrongful termination of employment, including retaliatory or constructive discharge;
- (5) Employment related misrepresentation;
- (6) Harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference or any other protected class or characteristic established by an applicable federal, state or local statute; or

- (7) Oral or written publication of material that slanders, defames or libels; or violates or invades a right of privacy.

7. "Interrelated employment-related practices" means "employment-related practices" which arise out of and have as a common basis:
- Related circumstances, situations, events, transactions or facts;
 - A series of related circumstances, situations, events, transactions or facts; or
 - A common pattern of conduct in carrying on your business.
8. "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."
9. "Policy period" means:
- That period from the effective date of this insurance to the expiration date stated in the Declarations of the policy, or to its earlier termination date, if any.
 - If there is a "termination of coverage" as defined in parts I 12.b. or I 12.c. of the definition of "termination of coverage," the "policy period" will be understood to end on the date of such change, but only with respect to such changed coverage.
10. "Prejudgment interest" means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment; whether or not made part of the settlement, verdict, award or judgment.
11. "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.
12. "Termination of coverage" means any:
- Cancellation or nonrenewal of this insurance;
 - Decrease in limits, reduction of coverage, increased deductible, new exclusion; or
 - Other change in coverage less favorable to the insured.

SECTION II - EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

1. Insuring Agreement.

- We will pay on behalf of the insured "damages" from "claims" for "employment-related practices" to which this insurance applies. We have no obligation under this insurance to make payments or perform acts or services except as provided for in this Insuring Agreement and in part II 2., Defense Of Claims, Administrative Hearings And Settlement Authority, below.
- This insurance applies to such "damages" only if:
 - The "employment-related practices" took place in the "coverage territory";
 - Such "employment-related practices" occurred on or after the Retroactive Date, if any, shown in the Declarations and before the end of the "policy period"; and
 - A "claim" is first made against an insured and reported to us, in accordance with part II 1.c. below and Condition 2. of Section VI., during the "policy period" or any Extended Reporting Period provided under Section VII - Extended Reporting Periods.
- A "claim" will be deemed to have been made at the earlier of the following times:
 - When notice of such "claim" is received and recorded by you or by us, whichever comes first; or
 - When we make settlement in accordance with part II 2.a. below.
- All "claims" for "damages" based on or arising out of:
 - One "employment-related practice"; or
 - "Interrelated employment-related practices" by one or more insureds shall be deemed to be one "claim" and to have been made at the time the first of those "claims" is made against any insured.

Each payment we make for "damages" or "defense costs" reduces the Limit of Insurance available, as provided under Section IV - Limits Of Insurance And Retentions.

Each payment we make for "damages" is subject to your Coinsurance Participation, as described in Section **V** - Coinsurance For Payment Of Damages.

2. Defense Of Claims, Administrative Hearings And Settlement Authority.

a. We have the right and duty to defend an insured against "claims" to which this insurance applies and to pay related "defense costs" even if the allegations of the "claim" are groundless, false or fraudulent. However, we will have no obligation to defend an insured against any "claim" to which this insurance does not apply. We may at our discretion:

(1) Investigate any "employment-related practice"; and

(2) Settle any "claim" which may result, provided:

(a) We have your written consent to settle; and

(b) The settlement is within the applicable Limit of Insurance available.

b. If you refuse to consent to a "claim" settlement we recommend which is acceptable to the claimant:

(1) Our liability under this policy for such "claim" will not exceed the amount we would have paid for "damages" and "defense costs" if you had consented at the time of our recommendation; and

(2) After such refusal, you will have the duty to negotiate and defend that "claim" at your own cost and without our involvement.

c. Our right and duty to defend the insured against "claims" end when we have used up the Limit of Insurance available, as provided under Section **IV** - Limits Of Insurance And Retentions. This applies both to "claims" pending at that time and those filed thereafter.

d. When we control defense of a "claim," we will pay associated "defense costs" and choose a counsel of our choice from the panel of attorneys we have selected to deal with "employment-related practices" "claims." If you give us a specific written request when a "claim" is first made:

(1) You may select from one of our panel of employment law attorneys; or

(2) You may ask us to consider the approval of a defense attorney of your choice that is not on our panel.

We will use the panel attorney you selected according to part **II 2.d.(1)** above or consider your request according to part **II 2.d.(2)** above, in engaging the counsel we deem most appropriate for the required defense of such "claim."

e. (1) If by mutual agreement or court order the insured assumes control of such defense before the applicable Limit of Insurance is used up, we will reimburse the insured for reasonable "defense costs" according to part **II 2.e.(2)** below.

(2) If we defend you under a reservation of rights, both your and our counsel(s) will be required to maintain records pertinent to your "defense costs." These records will be used to determine the allocation of any "defense costs" for which you may be solely responsible, including defense of any allegation not covered by this insurance.

In any case, however, we will only pay amounts in excess of the Retention Amount and such payments will reduce the Limit of Insurance available, as provided under Section **IV** - Limits Of Insurance And Retentions.

f. Upon prior notice to us and with our approval, the first Named Insured is authorized to act on behalf of all insureds with respect to the payment of "damages" in settlement of an Administrative Hearing or other nonjudicial proceeding before the Federal Equal Employment Opportunity Commission, or any similar federal, state or local body or commission. This authorization is limited to:

(1) "Damages" covered by this insurance;

(2) "Defense costs" under paragraph **I 4.d.** of the Definition of "defense costs"; and

(3) Amounts not in excess of two times the Retention Amount stated in the Declarations.

3. Exclusions.

This insurance does not apply to:

- a. "Claims" arising directly or indirectly from any:

- (1) Dishonest, fraudulent, criminal or unlawful act or omission of an insured; or
- (2) Willful failure by an insured, or with an insured's consent, to comply with a law or a governmental or administrative order or regulation relating to employment practices. Willful means acting with intentional or reckless disregard for such employment-related laws, orders or regulations.

In interpreting this exclusion no insured's wrongful act shall be imputed to another insured.

- b. "Claims" arising directly or indirectly from any:

- (1) "Employment-related practices" which were the subject of a demand, suit or other proceeding initiated against any insured; or
- (2) Facts and circumstances which would cause a reasonable person to believe a "claim" would be made and which were known to an insured:

Prior to the earlier of:

- (a) The effective date of the first policy providing this type of coverage that we issued to you which this policy was an uninterrupted renewal of; or
- (b) The effective date of this insurance.

- c. "Claims" arising directly or indirectly from any:

Breach of an express contract of employment or an express obligation to make payments in the event of termination of employment.

- d. "Claims" arising directly or indirectly from any:

Obligation to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

- e. "Claims" arising directly or indirectly from any of the following laws:

- (1) Workers compensation, disability benefits or unemployment compensation laws, or similar laws. However, this exclusion shall not apply to "claims" based upon, arising from, or in consequence of any actual or alleged retaliatory treatment of a claimant by an Insured on account of such claimant's exercise of rights pursuant to such law;
- (2) Employees' Retirement Income Security Act of 1974, Public Law 93-406, (E.R.I.S.A.) as now or hereafter amended, or any similar state or other governmental law. This includes fiduciary liability, liability arising out of the administration of any employee benefit plan or other liability under such laws;
- (3) The Fair Labor Standards Act, the National Labor Relations Act of 1938, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991988), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act.

This exclusion also applies to:

- (a) Rules or regulations and amendments thereto promulgated under any of the foregoing and any similar provisions of other federal, state or local laws; and
- (b) To that part of any "damages" awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former "employee."

- f. "Claims" arising directly or indirectly from any oral or written publication of material, if such material:
 - (1) Was published by or at the direction of an insured with knowledge of the material's falsity; or
 - (2) Was first published before the Retroactive Date, if any, shown in the Declarations.
- g. "Claims" arising directly or indirectly from bodily injury, sickness, disease or death of any person. However, this exclusion does not apply to liability for "damages" for mental anguish from an "employment-related practice."
- h. "Claims" arising directly or indirectly from damage to or destruction of tangible property, including loss of use thereof.
- i. "Claims" arising directly or indirectly from any "employment-related practices" which occur when or after:
 - (1) You file for or are placed in any bankruptcy, receivership, liquidation or reorganization proceeding; or
 - (2) Any other business entity acquires an ownership interest in you greater than fifty percent.
- j. "Claims" arising directly or indirectly from any costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.
- k. "Claims" arising directly or indirectly from any lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations.
- l. "Damages" for which insurance is provided by any other insurance policy issued to you by any member company of the Utica National Insurance Group. This exclusion does not apply to an Excess Liability Policy written specifically to apply in excess of the limits of this policy.

SECTION III - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you are an insured, 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 current or former 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 current or former members are also insureds, but only with respect to the conduct of your business. Your current or former managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership or joint venture, you are an insured. Your current or former directors are insureds, but only with respect to their duties as your directors.
2. Each of the following is also an insured:
 - a. Your current or former "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Your current or former "leased workers" but only while performing duties related to the conduct of your business.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
3. Any heirs, executors, administrators, assignees or legal representatives of any individual insured above, in the event of the death, bankruptcy or incapacity of such insured, but only to the extent this insurance would have been available to such insured.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. You must provide us notice of such acquisition or formation within 30 days of the effective date of your acquisition or formation of such organization;
- b. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the "policy period," whichever is earlier;
- c. Coverage does not apply to "employment-related practices" that occurred before you acquired or formed the organization; and
- d. You must pay us any additional premium due, as a condition precedent to the enforceability of this additional extension of coverage.

This part **III 4.** does not apply to any organization after it is shown in the Declarations or added to this Coverage Part by endorsement.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION IV - LIMITS OF INSURANCE AND RETENTIONS

1. The Limit of Insurance stated in the Declarations as the Policy Aggregate Limit is the most we will pay for the sum of:
 - a. All "damages" from all "claims" for "employment-related practices" to which this insurance applies; and
 - b. All "defense costs" for all "claims" seeking "damages" payable under paragraph **IV 1.a.** above.

Each payment we make for such "damages" or "defense costs" reduces the Policy Aggregate Limit by the amount of the payment. This reduced limit will then be the Policy Aggregate Limit of Insurance available for further "defense costs" and "damages" under this policy.

2. Subject to part **IV 1.** above, the Limit of Insurance stated in the Declarations as the Each "Claim" Limit is the most we will pay for the sum of:
 - a. All "damages" from any one "claim" for "employment-related practices" to which this insurance applies, whether such "claim" is brought by one or more claimants; and
 - b. All "defense costs" allocated to that specific "claim" as described in part **IV 2.a.** immediately preceding.

3. In addition to the payments for "damages" and "defense costs" in parts **IV 1.** and **IV 2.** above, we will also pay 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 amount available for the judgment under the provisions of parts **IV 1.** and **IV 2.** above.

These Limits of Insurance 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.

4. a. The Retention Amount stated in the Declarations will be deducted from the sum of all "damages" and "defense costs" for each "claim" because of "employment-related practices" to which this insurance applies. If there are no "damages" paid for a "claim," you must still pay the applicable Retention Amount for any "defense costs" connected with that "claim."
- b. The Limits of Insurance, as described above, will apply to "damages" and "defense costs" which remain after the deduction of the Retention Amount.
- c. All other terms of this insurance apply regardless of the application of the Retention Amount. This includes those concerning Defense Of Claims, Administrative Hearings And Settlement Authority in Section II; and the Duties In The Event of "Employment-Related Practices" or "Claims" Condition.
- d. We may pay any part or all of the Retention Amount to settle a "claim" and you agree to promptly reimburse us for such part of the Retention Amount paid by us.

SECTION V - COINSURANCE FOR PAYMENT OF "DAMAGES"

1. a. You will be responsible for your share, in excess of the applicable Retention Amount, of all "damages" from each "claim" because of "employment-related practices" to which this insurance applies. This is so whether such "claim" is brought by one or more claimants.

- b. Your share will be determined by multiplying the amount of such "damages," after deduction of the Retention Amount, by the percentage shown in the Declarations as the Coinsurance Participation. Your Coinsurance Participation is limited, as shown in the declarations, to a maximum dollar amount per "claim." We will be responsible for the remaining "damages" payable under this insurance, subject to the applicable Limits of Insurance.
- 2. Subject to the provisions of this section, we may make payments for "damages" and then request you to pay us your percentage share. You agree to reimburse us for your share. We do not waive our right to recover your share of such payments by making payments for "damages."

SECTION VI- CONDITIONS

The following conditions apply in addition to the Common Policy Conditions, except for Conditions 5. and 10. below which replace Common Policy Conditions E. and F.

1. Bankruptcy.

Subject to exclusion II 3.i., the bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. Duties in Event of "Employment-Related Practices" or "Claims."

- a. You must see to it that we are notified as soon as practicable of any specific "employment-related practices" which you believe may result in an actual "claim." Your belief must be reasonably certain and result from specific allegations made by a potential claimant or such potential claimant's representative, or from specifically identifiable injury sustained by a potential claimant. To the extent possible, notice should include:

- (1) How, when and where such "employment-related practices" took place;
- (2) The names and addresses of any potential claimants and witnesses; and
- (3) The nature of any injury arising out of such "employment-related practices."

Notice of such "employment-related practices" is not notice of a "claim", but preserves any insured's rights to future coverage for subsequent "claims" arising

out of such "employment-related practices" as described in Automatic Extended Reporting Period, paragraph VII 3.a.

b. If a "claim" is received by any insured:

- (1) You must immediately record the specifics of the "claim" and the date received;
- (2) You and any other involved insured must see to it that we receive written notice of the "claim," as soon as practicable, but in any event we must receive notice either:
 - (a) During the "policy period"; or
 - (b) With respect to any "claim" first made during any Extended Reporting Period provided under Section VII - Extended Reporting Periods, during such Extended Reporting Period;

as a condition precedent for coverage under this insurance. Such notice must provide us with the same information as is required in item VI 2.a. above; and

(3) You and any other involved insured must:

- (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (b) Authorize us to obtain records and other information;
- (c) Cooperate with us in the investigation, settlement or defense of the "claim"; and
- (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- c. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent, other than those specific payments authorized under Section II, part 2., Defense Of Claims, Administrative Hearings And Settlement Authority.

3. Legal Action Against Us.

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "claim" seeking "damages" from any insured; or
- b. To sue us on this coverage 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.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for "damages" or "defense costs" we cover under this insurance, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **VI 4.b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **VI 4.c.** below.

b. Excess Insurance

- (1) This insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis available to the insured for any "employment-related practice" which took place prior to the "policy period."
- (2) This insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis available to any individual, except a Named Insured, who is insured under this insurance.
- (3) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (5) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations or Schedule for this insurance.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also.

Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Payment of Premiums, Retention and Coinsurance Amounts.

- a. We will compute all premiums for this insurance in accordance with our rules and rates; and
- b. The first Named Insured shown in the Declarations is responsible for the payment of all premiums, retention amounts and coinsurance payments due and will be the payee for any return premiums we pay.

6. Representations.

By accepting this coverage, you agree:

- a. The statements in the Declarations or the Schedule are accurate and complete;
- b. Those statements are based upon representations you made to us in your application for this insurance. That application is attached to and incorporated into this policy and forms the basis of our obligations under this insurance; and

- c. Since we have issued this insurance in reliance upon your representations, this insurance is voidable if any material fact or circumstance relating to the subject of this insurance is omitted or misrepresented in your application.

7. Separation Of Insureds.

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

8. Sole Agent.

The first Named Insured is authorized to act on behalf of all insureds as respects the giving or receiving of notice of cancellation or nonrenewal, receiving premium refunds, requesting any Extended Reporting Period and agreeing to any changes in this insurance.

9 Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will sue those responsible or transfer those rights to us and help us enforce them.

10. Transfer of Your Rights and Duties Under This Policy.

Your rights and duties under this insurance may not be transferred without our written consent.

11. When We Do Not Renew.

If we decide not to renew this insurance, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

12. Your Right to "Claim" and "Employment-Related Practice" Information.

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding Employment-Related Practices Liability claims-made insurance we have issued to you during the previous three years:

- a. A list or other record of each "employment-related practice," 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 "Employment-Related Practices" or "Claims" Condition (Section VI). We will include the date and brief description of the "employment-related practice" if that information was in the notice we received. We will also include any estimated reserves on reported "employment-related practices."
- b. A summary by policy year, of payments made and amounts reserved, stated separately, for "damages" or "defense costs" under any applicable Aggregate Limit.
- c. A description of closed "claims" and/or open "claims" including the date and description of "employment-related practices," amount of payment, if any, and an estimate of reserves, if any; stated separately, for "damages" or "defense costs."

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or claimant's representative without our consent.

If we cancel or elect not to renew this insurance, 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 first Named Insured. In this case, we will provide this information within 45 days of receipt of the request.

We compile "claim" and "employment-related practices" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate or incomplete information.

13. State Changes.

Any state amendatory endorsement which states that it changes Cancellation or Nonrenewal Conditions for the Commercial General Liability Coverage Part shall also apply to this Coverage Form.

SECTION VII - EXTENDED REPORTING PERIODS

1. We will provide an Automatic Extended Reporting Period as described in paragraph VII 3., or if the first Named Insured purchases it, an Optional Extended Reporting Period Endorsement as described in paragraphs VII 4. and VII 5. below, in the event of any "termination of coverage."

2. a. If we provide an Extended Reporting Period, a "claim" first made during the Extended Reporting Period will be deemed to have been made during the "policy period," provided that the "claim" is for "employment-related practices" which took place before the end of the "policy period" of this insurance (but not before any applicable Retroactive Date).

b. Extended Reporting Periods:

- (1) Do not extend the "policy period" or change the scope of coverage provided;
- (2) Do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this insurance applies;
- (3) Apply only to the coverage terminated or reduced; and
- (4) Apply only as excess insurance 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 Extended Reporting Period takes effect.

3. Automatic Extended Reporting Period.

The Automatic Extended Reporting Period is provided without additional charge. This period starts at the end of the "policy period" and lasts:

- a. Five years for "claims" arising out of "employment-related practices" reported to us, no later than 60 days after the end of the "policy period," in accordance with Condition 2. of Section VI; or
- b. Sixty days for all other "claims."

The Automatic Extending Reporting Period may not be cancelled.

4. Optional Extended Reporting Period.

If this insurance is subject to any "termination of coverage," then the first Named Insured shall have an option to purchase an Optional Extended Reporting Period as described below.

If the first Named Insured purchases the Optional Extended Reporting Period Endorsement, the Optional Extended Reporting Period will start 60 days after the end of the "policy period," and will last either:

- a. Twelve months; or
- b. Thirty-six months.

5. Optional Extended Reporting Period Notice and Acceptance.

a. Part VII 5.f. below describes the premium for the Optional Extended Reporting Period Endorsement.

b. We will notify the first Named Insured in writing, within 30 days after the date of "termination of coverage" of the premium for and provisions of the Extended Reporting Periods unless we cancel for nonpayment of premium or fraudulent activities of an insured and the policy has been in effect for less than one year. If the policy is cancelled for nonpayment of premium or fraudulent activities of an insured, we will only provide a premium quotation for the Optional Extended Reporting Period upon the request of the first Named Insured.

c. The first Named Insured will have until the later of 60 days after the date of "termination of coverage" or 30 days after the date of mailing of the notice of "termination of coverage" described in VII 5.b. above to request the Optional Extended Reporting Period. The request must:

- (1) Be submitted to us in writing;
- (2) Show the length of the period of extension desired; and
- (3) Include payment of the premium for the requested extension.

d. If, in the event of any "termination of coverage" the first Named Insured elects to purchase the Optional Extended Reporting Period Endorsement:

- (1) Any return premium due for the "termination of coverage" will be credited to the premium due for the Optional Extended Reporting Period Endorsement; and

- (2) Any additional premium, coinsurance participation amount or retention amount due us for the period the policy was in force must be fully paid before any payments will be applied to the premium due for the Optional Extended Reporting Period Endorsement.
- e. The Optional 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 cancelled.
- f. The premium for the Optional Extended Reporting Period Endorsement:
 - (1) Will be determined in accordance with our rules and rates;
 - (2) Is shown in the Declarations or in any endorsement changing the premium because of any change in the nature or extent of the risk during the "policy period";
 - (3) Will be commensurate with the coverage provided; and
 - (4) Will be fully earned when the Optional Extended Reporting Period Endorsement takes effect.
- g. The Optional Extended Reporting Period Endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Optional Extended Reporting Period including a provision to the effect that the insurance afforded for "claims" made during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

LEGAL LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE.

PLEASE READ THE ENTIRE FORM CAREFULLY

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SECTION I - LEGAL LIABILITY COVERAGE

1. Insuring Agreement

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- (1) G s f a p e c m w s w g u y f r \$ i V p o o V g u g a d f o d s o l i g s d g v s l r n c I I I - N a g r o , S r o e i f c l s P f c d
- (2) , e i i g t m f c d d e m r p d s S c d s c d w t s c w s t f C e o o s d e y r h s f y y u f : u g r n p S r o e i f c l s g r h s y f r a s c m p S V p o o . V
- R p p r h s i p : u n f r n c p i u f : g r n r p y f r o e a o p i y s i \$ i a f l m p i o s i Q u s o g l p C i s d e c u o o s ; y u g r y i p Q u s d \$ i e c d s i v e y y u s a s c r h i r 7 f r a s c r o .
- b. G r o e i f c l s f y y u s o p c u r r p W i p c h s e u f l n r v w t g t r h k s y u l s b
- (1) r e r h s V p C i f h s r a i g p i r V x
- (2) " e i g h r h s V p u r y s i g d V f c d V t g V \$ i V p o o V g S i o m a f d s f h f g o m f c r o e i s d d e i g h r h s V p u r y s i g d V p i f c r E ; r a c d s d B s y i p i n g h 7 s i g d y i p Q u s d x p i
- (3) 7 i g i r p r h s V p u r y s i g d V : e m p c p i f S a i r h s B s i r p l i n g s " f r a P f c r P o t p w c g r h s " s l u f i r n c o g r h g C p C o s i f h s 7 f i r R y i p Q u s d r h f m y i g i r p r h s s S I g r d f r a p S r h g C p C o s i f h s 7 f i r b

- (a) G's goeisd dgl cprhds cprhds rp fcr
yigpi goeisi pSoelt WipchSufI nK
- (b) G's goeisd tfd cp kcpwsdhs pS
oelt WipchSufI nKsur rp hds igs
rp f Vifg Vt sisecdsixfcd
- (c) G's Vifg Vg Soma fds fhf conf cr
goeisd deigh rns Vpudr ysigdVpi
fcr E; ncdsd Bsyprh 7sigd
yipCdsd.
- c. A Vifg V: r fcr ysiopc pi pihfcd frc
osskgh VpooVwgu: s dssa sd rp tfCs : ssc
afds fmrhs sfisgi pSrhS Sumpwch rnsob
- (1) q tsc cprhds pSoelt Vifg Vg islsGed
fcd islpidsd : r fcr goeisd pi : r eoP
wt gtsCsi lpa so Sompri
- (2) q tsc ws afks osmsa scmg fl lpidf cl s
wgh 7fif hifyt 1.a. f: pCs.
- d. AuVifg oVSi VpooV: fosc pc pi fighh pem
pSf ogchS WipchSufI nKpi fuVgraisi f rad
WipchSufI nKpSpes pi a pis goeisd o wgu
: s dssa sd rp : s pcs Vifg Vfcd rp tfCs
: ssc afds fmrhs rns rns SompSrhpos
Vifg oVg afds fhf conf cr goeisd.

2. Exclusions

Get the go if it's a drop in your price

- a. ~~WpooV isoeurgh Spa \$geis rp yeiltfos~~
yipysi ~~goeif cls pi a fgrhg fdszefn~~ ~~u go~~
p~~Sgoeif cls~~.
- b. ~~WpooVSpa~~ ~~Vysiopcf uf cd f dCingrh~~ ~~geir.V~~
- c. ~~Acr dotpcsoRf \$fedeusrR~~ ~~a fuygeoP~~ ~~pi~~
~~liga~~ ~~gf ul pcdel mpSf c goeisd~~. ~~G tps; l~~ ~~uogc~~
~~fyyso~~ ~~pcur rp goeisd~~ ~~wt p yfintyfrad~~ ~~GP~~
~~flrad wgh kcpwsdhs~~ ~~p\$pi flzegolsd~~ ~~rp~~
~~oelt l pcdel m~~

- d. WpooV dğsl mpi l pcoszescri Pfiğğh Spa : pdğr gjeirPodkcsopDğsfosPpi dsfrh pS fcr ysiopcPpi \$i dfa fhs rpi dsoriel rnc pSf cr rhchg u yipysim gl lēdğh wpo pSeos rhsispS
- e. WpooV Spa fcr p: wfrnc fignğh Spa fc goeisd'o flrğğso g f Sēlēğir lfyflğ fo isoyl rāf cr sa yprss : scsğy f c.
- f. WpooV : fosd eyyc pi fmg erfi: u rpi fc goeisd hfğğh fcr ysiopcfu yipğm pi fdğcrfhs rpi wtğt rns goeisd wfo cpm u hf u scrğğd.
- g. Acr V fğ V \$i of tğir pi prhsi isa ecsif rncP pi \$i fcr fa pecrā des ecdsi rns rāia o pS fcr lpcrif l rēf up: wfrnc x t pwsōi P s; l sym wğh isoyl m rpi lpcoriel rnc pi dsa pğğc lpcrif l rā rñğ s; l uēğc ot f u cpmfyyur rpi SsoP l pōrā fcd s; yscoso pS rns gōğrñf rncP dsScosP pi fyysfu pS fcr V fğ V pi Vēğñ pi fi: gfrnc pi fda gōrñf rns yiplssdğh isoeuğh Spa Sēis rpi ysi \$ia Ppi : isfl t pSf cr lpcrif l m
- h. (1) WpooV wtğt wpeu cprñf c plleis d g wt p u pi yfim: em \$i rns fl rēf u f u shsd pi rñsf rācsd dğl t f ihsP dğysiof u ossyf hsPa gñf rncP is f os pi sol f ys pS V p u e rñc rā V f n f cr rā s.
- G g s; l uēğc dpso cpmfyyur rpi WpooV fignğh pempSt sf rñā pks pi Sēa so Spa f V pōrā S s V e c u soo rñf m V pōrā S s V plleis d pi piğğf rādb
- (a) Amf cr yisa gsoP oğr pi wfrnc wtğt gpi wfo f n f cr rā s eod : r pi \$i fcr goeisd pi prhsio \$i rns t fcdğhP orpif hsP dğypof u yipl soğğh pi rñsf rā scrñpSwf oraxpi
- (b) Amf cr yisa gsoP oğr pi wfrnc pc wtğt fcr goeisd pi fcr lpcrif l rpi o pi oe: lpcrif l rpi o wpikğh dğsl rā pi g dğsl rā pc fcr goeisd'o : st f u f is ysi \$ia gğh pysif rnc o rpi rāom \$i P a pcğñi P l f c eyP isa pōP lpcrñgP rñsf rā d rñp; gğ pi cserif uōs pi g fcr wfr isoypcd rpi Ppi foosoo rns s s l rā pS V p u e rñc rā V
- (2) Acr WpooV l pōm pi s; yscos fignğh pempS f cr b
- (a) Bszesor R dsa fcdP pidsi pi orñrēpir pi ishef rpi r iszegsa scrñrñf m f cr goeisd pi prhsio rāom \$i P a pcğñi P l f c eyP isa pōP lpcrñgP rñsf rā d rñp; gğ pi cserif uōs Ppi g fcr wfr isoypcd rpi Ppi foosoo rns s s l rā pS V p u e rñc rā V

(b) V fğ V pi Vēğñ: r pi pc : st f u pS f hpōica scrñf erñpign \$i dfa fhs o : sl f eos pS rāom \$i P a pcğñi P l f c gğh eyP isa pōP lpcrñgP rñsf rā d rñp; gğ pi cserif uōs Ppi g fcr wfr isoypcd rpi Ppi foosoo rns s s l rā pS V p u e rñc rā V

- i. Acr V fğ V fignğh pempSpi isoeuğh Spa fo: sorpo.
- j. WpooV Spa fcr Wipch S u f l rñf goeif c l s \$i oelt WpooV g yipōğsd : r fcr prhsi Cpōsif hs 7 f i m f rñl t s d rñğ y p u r pi : r fcr prhsi goeif c l s y p u r goesd rpi rpe : r fcr a s a : si l p a y f cr pS rñs U rñf R f rñc f u rñeif c l s Wipey. G g s; l uēğc dpso cpm fyyur rpi f c E; l soo Nğ : gğ 7 p u r wignac oysl gğ f u r rpi fyyur g s; l soo pS rñs g g pS rñğ Cpōsif hs 7 f i m
- k. WpooV
- (1) q gñ isoyl m rpi wtğt f c goeisd ecdsi rñğ goeif c l s g f u p f c goeisd ecdsi f cel u f i scsihr u : gğ y p u r goesd : r Rel u f i Ecsihr Nğ : gğ rñeif c l s Aopł g rncP Merēf u A p a g Ecsihr Nğ : gğ Ucdsiwignāi P Rel u f i rñeif c l s Aopł g rnc pS C f c f d f Ppi fcr pS rñs g oell soopioP pi wpeu : s f c goeisd ecdsi fcr oelt y p u r : em \$i g rā rāia g f rnc eyyc s; t f e o rnc pS g rā g rñS u : gğ x pi
- (2) Bsoeuğh Spa rns V f d f idpeo yipysingō V p S V cel u f i a f rñi g u f c d wğh isoyl m rpi wtğt (a) fcr ysiopc pi pihf c d rnc g iszegsd rpi a f g rñg S f c l g u yiprñrnc yeioef c m rpi rñs A p a g Ecsihr Al m p S l (9) Ppi fcr u w fa scdf rpi rñsisp \$pi (b) rns goeisd g pi t f d rñğ y p u r cpm ssc goesd wpeu : s Pscrğğd rpi g dsa c gñ Spa rns U c g rā v rñrāo pS A a sig f Ppi fcr f hsc l r rñsisp \$ ecdsi fcr f h i s s a s c m c rñis d g rpi : r rñs U c g rā v rñrāo pS A a sig f Ppi fcr f hsc l r rñsisp \$ wğh fcr ysiopc pi pihf c d rnc.
- (3) Bsoeuğh Spa rns V f d f idpeo yipysingō V p S V cel u f i a f rñi g u f c
- (a) G s V cel u f i a f rñi g u (i) g f m f cr V cel u f i S l g gñ V p wcsd : r Ppi pysif rā d : r pi pc : st f u pS f c goeisd pi (ii) t f o : s s c dğl t f i h s d pi dğysiosd rñsis S p a x
- (b) G s V cel u f i a f rñi g u g lpcrñg d g V b y s c m S e u pi W f o rā V f m f cr rā s y p o o s o o s d P t f c d u s d P e o s d P y i p l s o o s d P o r i s d P r i f c o y p i rā d P pi dğyposd pS : r pi pc : st f u pS f c goeisd x pi

(c) Gt s VpooVf i gso pempSths Seicgt qh
: r f c qoeisd pSosiQjsoPa f rai g wP
yfi nP pi szegya scm q. l pccsl nnc
wgh rth yf cccghP l pcorrel nncP
a f qracf cl sP pysif nncP pi eos pS
f cr Vcl usfi \$ l ggnV : em q oelt
\$ l ggn q wlf rad wgh rth Ucgad
vrhao pS Aa sigf P gna rai gpi go pi
ypoosoogcoP pi Cf cdf P rth
s; l eoqc (c) fyy qso pcur r p VpooVr
oelt Vcl usfi \$ l ggnV fcd f cr
yipysim rthsif m

Ao eosd q rth s; l eoqc b

Vhf Df idpeo yipysim qV q l uds if d q
f l r q Pp; q Ppi s; ypo q yipysim qox

VRel usfi a f rai g w a sf co Vpeil s
a f rai g wV Vysl g u cel usfi a f rai g wV pi
Vr-yipdel na f rai g w

Wpeil s a f rai g wV Vysl g u cel usfi
a f rai g wV fcd Vr-yipdel na f rai g w t f Qs
rth a sf c qho h qsc rth a q rth Apa g
Ecsihr Alm pS l (9) pi q f cr w f a
scdf p i r rth sisp q

Wyscm q s w a sf co f cr q s ususa scmpi
q sul pa ypcscr P op q pi q q q Pwt g t t f o
: ssc eosd pi s; yposd r p if d q nnc q f
Vcl usfi isf l p i xV

Vq f oraV a sf co f cr w f ora a f rai g u (i)
l pcrh q qh Vr-yipdel m a f rai g w p rth si
rth c rth rth qho pi w f ora yipdel sd : r
rth s; r f l nnc pi l pcl scrif nnc pS
eif c q pi rth p i q a Spa f cr pi s
yip l soosd yig f i q \$ i q Vpeil s
a f rai g w l pcracrf fcd (ii) isoe qh Spa
rth pysif nnc : r f cr ysiopc pi
pihf c q nnc pS f cr Vcl usfi \$ l ggnV
q l udsd ecdsi rth q g mwp yf if hif yt o pS
rth ds q nnc pS Vcl usfi \$ l ggnV

VRel usfi \$ l ggnV a sf cob

(a) Acr Vcl usfi isf l p i x

(b) Acr szegya scmpi ds Qj s dsodhcsd pi
eosd \$ i (i) osy f i f rth rth q rpyso pS
eif c q pi yep c q a P(ii) yip l sooch pi
er qh Vyscm q s wV pi (iii) t fcd qh P
yip l sooch Ppi yf l k f h qh W f ora x

(c) Acr szegya scmpi ds Qj s eosd \$ i rth
yip l sooch P \$: i g f rth P pi f u qh pS
Vysl g u cel usfi a f rai g w q f m f cr rth s
rth rth rth a pecn pSoelt a f rai g u q rth
leor pdr pS rth qoeisd f m rth yisa qso
wt sis oelt szegya scmpi ds Qj s q
wlf rad l pcc qna pS pi l pcrh q a pi s
rth c 29 hif a o pSyep c q a pi eif c q a
211 pi f cr l pa : q f nnc rth sisp \$ i a pi s
rth c 290 hif a o pSeif c q a 219x

(d) Acr oriel rai sP : f q q P s; l f q nnc P
yisa qso Ppi yf l s yisyf isd pi eosd
\$ i rth orpif hs pi d qypof upS w f ora x
fcd q l uds rth o q a pc wt g t f cr pS rth
\$ ish p qh q wlf rad P f u pysif nnc co
l pcdel rad pc oelt o q a P fcd f u yisa qso
eosd \$ i oelt pysif nnc ox

VRel usfi isf l p i V a sf co f cr fyy f i f rth
dsodhcsd pi eosd r p oerh q cel usfi
q q q q f os q oeyyping h l t f q isf l nnc
pi r p l pcrh q f l i g f u a f oo pS q q q f : s
a f rai g u x

VpooVr q rth s; l eoqc P q l uds f u
\$ i a o pS if d q f l rth l pcrh q f nnc pS
yipysim.

3. Supplementary Payments

q s w u y f r P wgh isoy sl m r p f cr V f q V ws
q q o rth f rth pi os m s pi f cr V e g h f h f qom f c
qoeisd ws ds q cdb

a. Aus; yscoso ws q l ei.

b. Gt s l pompS : pcd r p is q f os f m f l t a scna P
: em pcur \$ i : pcd f a pecna wgh rth
fyy q f : s Na g n pS r qoeif cl s. q s dp cpm
t f Qs r p Seicgt rth s : pcd.

c. Au isf opcf : s s; yscoso q l ei isd : r rth
qoeisd f mpei iszesom r p f o q q meo q rth
q q o rth f rth pi ds q cos pS rth V f q V pi
V e g h q l uds q f l r f u p o pS f i c qho ey r p
3290 f d f r : s l f eos pS rth s pS \$ pa wpik.

d. Au l p o rth rth; sd f h f qom rth qoeisd q rth
V e g h V

e. 7 isjedha scm q rai som f w f idsd f h f qom rth
qoeisd pc rth myf impS rth jedha scmws yf r.
rth s a f k s f c pS i r p yf r rth fyy q f : s q q
pS qoeif cl sP ws w u cpm yf r f cr
yisjedha scm q rai som f osd pc rth mysig d pS
rth s f \$ ai rth pS i.

f. Au q rai som pc rth q u f a pecm pS f cr
jedha scm rth m f l l i es o f \$ ai scrir pS rth
jedha scrif cd : s \$ i s ws t f Qs yf q l pP \$ isd r p
yf r P pi dsypogad q l peim rth yf impS rth
jedha scm rth rth wgh rth fyy q f : s Na g n pS
r qoeif cl s.

Gt sos yf r a scna w u cpm isdel s rth Na g n pS
r qoeif cl s.

SECTION II - WHO IS AN INSURED

1. Efl t pS rns supwch g f c goeisd r rns s; rcm osm^{Birth} : supw:
 - a. Ac g d d g f r p r p e f c d r p e i o y p e o s f i s g o e i s d o P : e m p c u r w g h i s o y s l m r r n s l p c d e l m p S f : e o g s o o p S w t g t r p e f i s r n s o p u s p w c s i .
 - b. A y f i n s i o t g p i j p g m C s c r a i s P r p e f i s f c g o e i s d . T p e i a s a : s i o P r p e i y f i n s i o P f c d r n s g o y p e o s o f i s f u p g o e i s d o P : e m p c u r w g h i s o y s l m r r n s l p c d e l m p S r p e i : e o g s o o .
 - c. A u g a d u j : u g n l p a y f c r P r p e f i s f c g o e i s d . T p e i a s a : s i o f i s f u p g o e i s d o P : e m p c u r w g h i s o y s l m r r n s l p c d e l m p S r p e i : e o g s o o . T p e i a f c f h s i o f i s g o e i s d o P : e m p c u r w g h i s o y s l m r r n s g d e n s o f o r p e i a f c f h s i o .
 - d. A c p i h f c d f r n c p r n s i r n f c f y f i n s i o t g P j p g m C s c r a i s p i u g a d u j : u g n l p a y f c r P r p e f i s f c g o e i s d .
 - e. A L p f i d p S G e o r a s o L p f i d p S " g s l r p i o p i o g u i h p C i c h : p d r P : e m p c u r w g h i s o y s l m r r n s g d e n s o \$ i r p e .
 - f. E u l r a d p i f y y p r a d a s a : s i o p S r n s L p f i d p S G e o r a s o p i L p f i d p S " g s l r p i o P : e m p c u r w g h i s o y s l m r r n s g d e n s o \$ i r p e .
 - g. T p e i s a y u r s s o p i Q u e c r a s i o P : e m p c u r \$ i f l r a w g h r n s o l p y s p S r n s g s a y u r a s c m r r p e p i w t u s y s i \$ i a c h d e n s o i s u r a d r n s l p c d e l m p S r p e i : e o g s o o .
2. q g h i s o y s l m r r n s u j : u g n p S g o e i s d o d s o l i g s d f : p C s P r n s t s g o P f d a g o r i f r p i o P f o o g n c o P f c d u h f u i s y i s o s c r n g s o p S s f l t g o e i s d g r n s s C e m p S d s f r n P c l f y f l g n P p i : f c k i e y r h r .

SECTION III - LIMITS OF INSURANCE

1. G s N a g n p S r c o e i f c l s o t p w c g r n s " s l u i f r n c o f c d r n s i e u s o : s u p w \$ r n s a p o m w s w g u y f r i s h f i d u s o o p S r n s c e a : s i p \$
 - a. r c o e i s d o x
 - b. V u f g a o V a f d s p i V b e g n V : i p e h t r n p i
 - c. 7 s i o p c o p i p i h f c d f r n c o a f k g h V u f g a o V p i : i g h c h V b e g n V
2. G s A h h i s h f r a F p i E f l t A c c e f u 7 p u r T s f i g r n s a p o m w s w g u y f r \$ i u o o s o l p C i s d : r r n g \$ i a .
3. v e : j s l m r p 2 . f : p C s P r n s E f l t N p o o u g n g r n s a p o m w s w g u y f r \$ i f u u V p o o V S p a f c r p c s W i p c h S u f l n p i f u u V g r a i s u r a d w i p c h S u f l n V p S p c s p i a p i s g o e i s d o .

4. G s u g n p S r n g C p C s i f h s 7 f i m f y y r o s y f i f r a u r p s f l t l p c o s l e n g f c c e f u y s i g d f c d r p f c r i s a f g g h y s i g d p S u s o o r n f c l 2 a p c r n o P o r n i n g h w g h r n s : s h g c c h p S r n s V p u r y s i g d V o t p w c g r n s " s l u i f r n c o P e c u s o o r n s V p u r y s i g d V g s ; r a c d s d f S a i g o e f c l s \$ i f c f d d g g c f u y s i g d p S u s o o r n f c l 2 a p c r n o . r c r n f m l f o s P r n s f d d g g c f u y s i g d w g u : s d s s a s d y f i m p S r n s u o m y i s l s d g h y s i g d \$ i y e i y p o s o p S d s r a i a g g h r n s N a g n p S r c o e i f c l s .

SECTION IV - LEGAL LIABILITY CONDITIONS

1. Bankruptcy

L f c k i e y r h r p i g o p u c l r p S r n s g o e i s d p i p S r n s g o e i s d o s o r f r a w g u c p m i s u C e o p S p e i p : u h f r n c o e c d s i r n g C p C s i f h s 7 f i m

2. Duties in the Event of "Wrongful Act," "Claim," or "Suit"

- a. T p e a e o m o s s r p g n r h f m w s f i s c p n g d f o o p p c f o y i f l n g f : u s p S f c r W i p c h S u f l n w t g t a f r i s o e u n g f V u f g a V g p r n s s ; r c m y p o o g u P c p n g s o t p e u g l u e d s b
 - (1) H p w P w t s c P f c d w t s i s r n s W i p c h S u f l n w r p k y u l s x
 - (2) G s c f a s o f c d f d d i s o o s o p S y s i o p c o g o p u c d g r n s W i p c h S u f l n w f c d w g a s o o s o x f c d
 - (3) G s c f r a i s p S r n s t f i a i s o e u n g S p a r n s W i p c h S u f l n w
- b. r S f V u f g a V g i s l s g d : r f c g o e i s d P r p e a e o r b
 - (1) r a a s d g r a u i s l p i d r n s o y s l g o p S r n s V u f g a V f c d r n s d f r a i s l s g d x f c d
 - (2) R p r n g e o f o o p p c f o y i f l n g f : u s . T p e a e o m o s s r p g n r h f m w s i s l s g d s w i g n a c c p n g s p S r n s V u f g a V f o o p p c f o y i f l n g f : u s .
- c. T p e f c d f c r p r n s i g o p u c d g o e i s d a e o r b
 - (1) r a a s d g r a u o s c d e o l p y g o p S f c r d s a f c d o P c p n g s o P o e a p c o s o P p i u h f u y f y s i o i s l s g d g l p c c s l r n c w g h r n s V u f g a V p i V b e g n k
 - (2) A e r t p i g s e o r p p : r n g i s l p i d o f c d p r n s i g o \$ i a f r n c x
 - (3) C p p y s i f r a w g h e o g r n s g o e o r n f r n c p i o s m a s c m p S r n s V u f g a V p i d s S c o s f h f g o m r n s V b e g n k f c d
 - (4) A o o g m e o P e y p c p e i i s z e s o r R g r n s s c \$ i l s a s c m p S f c r i g h t m f h f g o m f c r y s i o p c p i p i h f c d f r n c w t g t a f r : s u j : u s r p f c g o e i s d : s l f e o s p S V p o o V r p w t g t r n g g o e i f c l s a f r f u p f y y r .
- d. R p g o e i s d w g u P s ; l s y n f m r h f m g o e i s d o p w c l p o r R Q u e c r h i g r a f k s f y f r a s c r R f o o e a s f c r p : u h f r n c P p i g l e i f c r s ; y s c o s w g h p e m p e i l p c o s c m

3. Legal Action Against Us

Rp ysiopc pi pihfcd f rnc tfo f ight mæcdsi rñu CpCsifhs 7firb

- a. Gp jgð eo fo f yfim pi prñsiwðs : iðh eo gup f Vægh fokgh ði dfafhso Spa fc gøeisd xpi
- b. Gp oes eo pc rñu CpCsifhs 7fimecsoo f uwpS gømaia ot f Gs : ssc Sæur lpa yuð wgh.

A ysiopc pi pihfcd f rnc a fr oes eo rp islpÇi pc fc fhissd osmsa scm pi pc f Sæf ujedha scm fhf gømf c gøeisd p: rñuð f Sai fc flæf urñ u : emws wgu cpm s u: s ði dfafhso rñf rñis cpm yfrf: s ecdsi rñs maia o pSñu CpCsifhs 7fim pi rñf mñis g s; lsoo pS rñs fyyu f: s Næ gnpS rñoeifcls. Ac fhissd osmsa scm a sfco f osmsa scm fcd isufos pS u: gñ oðhcd : r eoP rñs gøeisd P fcd rñs l f g fcm pi rñs l f g fcrñ u hf uisyisoscñ rñu.

4. Other Insurance

rSñrñsi G f g fcd lpus l rñu gøeifcls g f G f g: s rp rñs gøeisd ði f VpooVws lpÇi ecdsi rñu CpCsifhs 7firb pèi p: uñf rñu co fis u gñad fo Sæupwob

- a. 7igafir rñoeifcls
G g gøeifcls g yigafir s; lsymwtsc b. : supw fyyu. rñu gøeifcls g yigafir pèi p: uñf rñu co fis cpm f Sæi rad ecsoo fcr pSñs prñsi gøeifcls g f uwp yigafir. G scPws fis wgh f uñf rñu prñsi gøeifcls : r rñs a sñpd dsoligsd g c. : supw.
- b. E; lsoo rñoeifcls
 - (1) G g gøeifcls g s; lsoo pÇi fcr prñsi gøeifcls P wt sñsi yigafir P s; lsooP lpcñhscrñ pi pc fcr prñsi : f g f G f g: s rp rñs gøeisd ði fcr Wipchæu flñwt g t rppk yu l s yigpi rñs Vpñr ysi g d. V
 - (2) G g gøeifcls g s; lsoo pÇi fcr prñsi gøeifcls P wt sñsi yigafir P s; lsooP lpcñhscrñ pi pc fcr prñsi : f g f G f g: s rp fcr g d g d f uwt p g gøeisd ecdsi rñu CpCsifhs 7fim
 - (3) q tsc rñu gøeifcls g s; lsooPws wgu t f G cp dem rp dsæcd rñs gøeisd fhf gømf cr Vægh f cr prñsi gøeisi tfo f dem rp dsæcd rñs gøeisd fhf gømf m Vægh rScp prñsi gøeisi dsæcd oPws wgu ecdsirñks rp dp opP: emws wgu: s scrñuð rp rñs gøeisd'o ight rñ fhf gømf u rñpos prñsi gøeisi o.
 - (4) q tsc rñu gøeifcls g s; lsoo pÇi prñsi gøeifcls Pws wgu yfr pcur pèi ot fis pS rñs f a pecr pSVpooV f cr Prñf m; l ssdo rñs oea pS

- (a) G s rprñu f a pecrñf mñ uoelt prñsi gøeifcls wpuð yfr ði rñs VpooV g rñs f : oscls pSñu gøeifcls x fcd
- (b) G s rprñu pS f udsdel rñu fcd osæ gøeisd f a pecr ecdsi f uñf rñu prñsi gøeifcls.

- (5) q s wgu ot fis rñs isa f g gñ VpooV f cr P wgh fcr prñsi gøeifcls rñf m g cpm dsoligsd g rñu E; lsoo rñoeifcls yip g g fcd wf o cpm peht moysl g f u rñ fyyur g s; lsoo pS rñs Næ g pS rñoeifcls ot pwc g rñs " sl u if rñu co pS rñu CpCsifhs 7fim

c. Method of Sharing

rS f u pS rñs prñsi gøeifcls ysi g lpcñg erñu : r szef u ot f isoPws wgu Sæupw rñu a sñpd f uwp. Ucdsi rñu fyyip flt slt gøeisi lpcñg erñu szef u f a pecr ecrñu f o yf g g fyyu f: s u gñ pS gøeifcls pi cpcs pSñs VpooVisa f g Pwt g t sÇi lpa so Sñom rS f cr pSñs prñsi gøeifcls dpso cpmysia gñ lpcñg erñu : r szef u ot f isoP ws wgu lpcñg erñu : r u gñ. Ucdsi rñu a sñpd P flt gøeisi'o ot fis g : f osd pc rñs if rñu pS g fyyu f: s u gñ pS gøeifcls rp rñs rñrñu fyyu f: s u gñ pS gøeifcls pS f u gøeisi o.

5. Application

Lr fl l syñh rñu ypu r Prp f hssb

- a. G f m f o pSñs s Sæi rñu df r pSñu ypu r rñs orñra scm g rñs fyyu f rñu fñ l t sd t s isrp fcd a f ds f yfimt s is pSñs flt gøeisd'o fhissa scm fcd isyisoscñ rñu co x fcd
- b. G f mws t f G gøesd rñu ypu r g is u fcls ey p rñs rñrñ fcd flleiflr pS oelt isyisoscñ rñu co.

6. Separation of Insureds

E; lsymwgh isoyl mñ rñs Næ g pS rñoeifcls P fcd fcr ight rñ pi demso oysl g f u rñ f o gñcd rp rñs SñonRf a sd rñoeisd P rñu gøeifcls fyyu g ob

- a. Ao G f flt Rf a sd rñoeisd wsis rñs pcur Rf a sd rñoeisd x fcd
- b. vsyif mñu rp flt gøeisd fhf gømf wt pa V f g V g a f ds pi Vægh g : ipeht m

7. Transfer of Rights of Recovery Against Others to Us

rSñs gøeisd tfo ight rñ rp islpÇi f u pi yfimpS fcr yfra scmws t f G a f ds ecdsi rñu CpCsifhs 7firb rñpos ight rñ fis rñf co Sæiisd rp eo. G s gøeisd a eomdp cprñh f Sai upoo rp g yf g rñsa . Ampei iszesorñ rñs gøeisd wgu : iðh Vægh pi rñf co Sæi rñpos ight rñ rp eo fcd t sy eo sc Sæil s rñsa .

8. When We Do Not Renew

rSws dsl gls cpmr iscsw rth CpCsifhs 7firRws wgu a f u pi dsuSi r p rth SromRfa sd roeisd ot pwc g rth " sl u if rncpco wignac cprg s pS rth cpciscswf u cpmu so rth c 10 dfro : sSis rth s; ygf rncp df ra.

rS cprg s g a f u sdP yippS pS a f u gch wgu : s oeSg cnyippSpScprg s.

9. Your Right to "Claim" and "Wrongful Act" Information

q s wgu yipQds rth SromRfa sd roeisd ot pwc g rth " sl u if rncpco rth Srupwch gSia f rncp is u rch r p rth fcd fcr yisldgch NshfuNj: ggn l u g o-afds CpCsifhs 7fimws tfGs goesd r p rpe deigh rth yisQeortiss rsfio b

a. A u m p i p r t h i s i l p i d p S s f l t W i p c h S e u f l n r c p m y i s Q e o u r i s y i p i a d r p f c r p r t h i g o e i s i P p S w t g t w s w s i s c p r g s d g f l l p i d f c l s w g h y f i f h i f y t 2.a. p S r t h v s l r n c. q s w g u g l u e d s r t h d f r a f c d : i g S d s o l i g r n c p S r t h W i p c h S e u f l n r S r t h m g S i a f r n c w f o g r t h c p r g s w s i s l s g e d.

b. A o e a f i r : r y p u r r s f i P p S y f r a s c r o a f d s f c d f a p e c r o i s o s i C s d P o r n a d o s y f i f r a u e c d s i r t h f y y u f : s A h h i s h f r a S i E f l t A c c e f u 7 p u r T s f i N a g n

Aa p e c r o i s o s i C s d f i s : f o s d p c p e i j e d h a s c m G t s r f i s o e : j s l m r p l t f c h s f c d o t p e u d c p m : s i s h f i d s d f o e u g f r a o s m s a s c r o f u e s o.

T p e a e o m c p m d g l u p o s r t h g S i a f r n c r p f c r l u g f c m p i l u g f c r t o i s y i s o s c r n r g s w g h p e m p e i l p c o s c m

rS ws lfclsu pi suslmcpm r iscsw rth CpCsifhs 7firR ws wgu yipQds oelt gSia f rncp cp u rai rth c 10 dfro : sSis rth dfr a pS ypu r rai a g f rnc. r p r t h i l g l e a o r f c l s o P w s w g u y i p Q d s r t h g S i a f r n c p c u r g w s i s l s g e f w i g n a c i s z e s o m S p a r t h S r o m R f a s d r o e i s d. r r t h l f o s P w s w g u y i p Q d s r t h g S i a f r n c w g h g) 9 d f r o p S i s l s y m p S r t h i s z e s o m

q s l p a y g s V u g a V f c d W i p c h S e u f l n r V g S i a f r n c S i p e i p w c : e o g s o o y e i y p o s o f c d s ; s i l g s i s f o p c f : s l f i s g d p g h o p. r y i p Q d g h r t h g S i a f r n c r p r t h S r o m R f a s d r o e i s d P w s a f k s c p i s y i s o s c r n r g c o p i w f i i f c r g o r p g o e i s d o P g o e i s i o P p i p r t h i o r p w t p a r t h g S i a f r n c g S e i c o t s d : r p i p c : s t f u s p S f c r g o e i s d. C f c l s u r n c p i c p c i s c s w f u w g u : s s S l r g s s C e c g w s g f d C e i n a c n r y i p Q d s g f l l e i f r a p i g l p a y u r a g S i a f r n c.

10. State Changes

A c r o r n a f a s c d f r p i r s c d p i o s a s c m l t f c h g h C f c l s u r n c p i R p c i s c s w f u C p c d g r n c o S i r t h C p a a s i l g u W s c s i f u N j : g g n C p C s i f h s 7 f i m p S r t h y p u r o t f u f u p f y y u r r p r t h C p C s i f h s 7 f i m

SECTION V - EXTENDED REPORTING PERIODS

1. q s w g u y i p Q d s f c A e r p a f r n E ; r a c d s d B s y p i n g h 7 s i g d f o d s o l i g s d g y f i f h i f y t 3. P p i g r p e y e i l t f o s g r f c , y r n c f u E ; r a c d s d B s y p i n g h 7 s i g d E c d p i o s a s c m f o d s o l i g s d g y f i f h i f y t 4. g r t h s s C e m p S f c r V a i a g f r n c p S l p C s i f h s. V

2. E ; r a c d s d B s y p i n g h 7 s i g d o b

a. " p c p m s ; r a c d r t h V y p u r y s i g d V p i l t f c h s r t h o l p y s p S l p C s i f h s y i p Q d s d x

b. A y y u r p c u r r p r t h l p C s i f h s r a i a g f r a d p i i s d e l s d x f c d

c. A y y u r p c u r f o s ; l s o o g o e i f c l s p C s i f c r p r t h i g l u f c d l p u s l r g s g o e i f c l s f G g f : s r p r t h g o e i s d P w t s r t h i y i g a f i r P s ; l s o o P l p c r n g s c r p i p c f c r p r t h i : f o g P w t p o s V y p u r y s i g d V : s h g o p i l p c r n e s o f S a i r t h E ; r a c d s d B s y p i n g h 7 s i g d r h k s o s S l m

3. G t s A e r p a f r n E ; r a c d s d B s y p i n g h 7 s i g d g y i p Q d s d w g h p e m f d d g r n c f u l t f i h s. G g y s i g d o r n i r o w g h r t h s c d p S r t h V y p u r y s i g d V f c d u o r o e c r n r t h s s f i g o m p S r t h S r p u w g h b

a. F g s r s f i o S i V u g a o V f i g g h p e m p S f W i p c h S e u f l n r i s y i p i a d r p e o P c p m f r a i r t h c (0 d f r o f S a i r t h s c d p S r t h V y p u r y s i g d V g f l l p i d f c l s w g h y f i f h i f y t 2.a. p S r t h C , R " r n g R v v E C G r R x

b. G t s d f r a p S y e i l t f o s p S f c d y f r a s c m p S i s z e g s d y i s a g a S i 5 r t h , y r n c f u E ; r a c d s d B s y p i n g h 7 s i g d d s o l i g s d g r t h C p C s i f h s 7 f i m p i

c. R g s m d f r o.

G t s A e r p a f r n E ; r a c d s d B s y p i n g h 7 s i g d a f r c p m s l f c l s u s d.

4. r R p e y e i l t f o s r t h , y r n c f u E ; r a c d s d B s y p i n g h 7 s i g d E c d p i o s a s c r r t h E ; r a c d s d B s y p i n g h 7 s i g d w g u : s p S e c u g a d d e i f r n c. G g y s i g d o r n i r o p c r t h s u r a i p S r t h S r p u w g h d f r a o b

a. G t s c d p S r t h V y p u r y s i g d V p i

b. G t s d f r a p S y e i l t f o s p S f c d y f r a s c m p S i s z e g s d y i s a g a S i 5 r t h , y r n c f u E ; r a c d s d B s y p i n g h 7 s i g d d s o l i g s d g r t h C p C s i f h s 7 f i m f o g a d : r r t h r a s f u p w s d S i o e l t y e i l t f o s.

5. a. q s w g u c p r g r p e g w i g g h w g h g r h i m \$ 1 0 5 d f r o f S a i r t h s d f r a p S V a i a g f r n c p S l p C s i f h s V p S l p o r o S i f c d y i p Q d g c o p S r t h E ; r a c d s d B s y p i n g h 7 s i g d o e c u s o o w s l f c l s u S i c p c y f r a s c m p S y i s a g a p i S f e d e u s c n f l r g g o p S f c g o e i s d.

- b. Tpe wout f O ecrurhs f rai pSog m \$405df ro f Sai rns df ra pSVaia g f rnc pSl pOeif hsPV/ pi rhgm \$105df ro f Sai rns df ra pSa f gch pSrhs E; rncdsd Bsyprngh 7sigd cprhs yipOdsd \$i f: pOePrp iszesomrns , yrcf uE; rncdsd Bsyprngh 7sigd. Tpei iszesom a eom: s oe: a grad rp eo g wiggh wgh rpei yisa g a yfra scm
 - c. Gs , yrcf uE; rncdsd Bsyprngh 7sigd Ecdpiosa scm wgu cpmrks sSI mecuso rns fddgpcuyisa g a g yf g wt sc des. rRthf m yisa g a g yf g wt sc desPrhs Ecdpiosa scm a fr cpm s lfcl s d.
 - d. q s wgu dsraia g s rns fl r fuyisa g a \$i rns , yrcf uE; rncdsd Bsyprngh 7sigd Ecdpiosa scm g fl l pidf cl s wgh pei ie so fcd if r a o.
 - e. Gs yisa g a \$i rns , yrcf uE; rncdsd Bsyprngh 7sigd Ecdpiosa scm g ot pwc g rns " sluf rnc o pi g fcr scdpiosa scm ltfchgh rns yisa g a : slfeos pS fcr ltfchs g rns cfrais pi s; rncmpSrhs igk deigh rns Vpdr ysigd. VGs yisa g a \$i rns , yrcf uE; rncdsd Bsyprngh 7sigd wgu : s Saur sficsd wt sc rns scdpiosa scm rks o sSI m
6. Gs , yrcf uE; rncdsd Bsyprngh 7sigd Ecdpiosa scm wgu f a scd yf if hif y 4. b. pS vECG R IV - NEWAN NAL NGT C, R" rG Rv \$ rnsi rcoeif cl s op rnf m rns g oeif cl s yipOdsd wgu: s s; lsoo pOe fcr prhsi G l fcd l p u s l r g u s g oeif cl s f G f: s rns g oeisdP wt srhsi yig firP s; lsooPlpcrghscrpi pc fcr prhsi : f o pWt pos Vpdr ysigdV: shgo pi lpcr g eso f Sai rns , yrcf uE; rncdsd Bsyprngh 7sigd Ecdpiosa scm rks o sSI m
 7. E; rncdsd Bsyprngh 7sigd o dp cpmis g orhra pi g l is f os rns N g r pS rcoeif cl s fyyu f: s r fcr Vuf g V rp wt g t r g CpOeif hs 7fim fyyu oP s; lsymp rns s; rncdsol ig sd g yf if hif y 8. pS r g vsl rnc.
 8. rRpe yeil t f os rns , yrcf uE; rncdsd Bsyprngh 7sigd Ecdpiosa scr f ws wgu yipOds f oghs fhhishf r a g r pS g oeif cl s \$i rns scrhs , yrcf uE; rncdsd Bsyprngh 7sigd szef urp rns dpu i fapecmscraisd g rns " sluf rnc o fo Ahhishf r \$i Efl t Accefu7pdr Tsfi \$i rns g rfu r sfi pS rns raia g rncd Nshfu Ng: g r CpOeif hs 7fim
- 7fif hif y 2. pS vsl rnc III - NMrGv , F rRvUBARCE wgu: s fa scdsd fl l pidg r h. Gs Efl t Npoo g rnot pwc g rns " sluf rnc o wgu rns c lpcr g es rp fyyu P f o osm \$i rns g yf if hif y 3. pS rnf mv sl rnc.

9. rRg rns sOcm pSf cr Vaia g f rnc pSl pOeif hsPV rpe susl m r yeil t f os rns , yrcf uE; rncdsd Bsyprngh 7sigd Ecdpiosa scr b
- a. Acr israic yisa g a des rpe \$i rns Vaia g f rnc pSl pOeif hsV wgu: s lisdgrad rp rns yisa g a des \$i rns , yrcf uE; rncdsd Bsyprngh 7sigd Ecdpiosa scm fcd
- b. Acr fddgpcuyisa g a des eo \$i rns ysigd rns ypu r wfo g \$i l s a eom: s Saur yf g : s \$i s fcr yfra scm l f c: s fyyu d rp rns yisa g a des \$i rns , yrcf uE; rncdsd Bsyprngh 7sigd Ecdpiosa scm

SECTION VI - DEFINITIONS

1. VAdOingosa scm Va sf co f cprhs rnf rnc: ipf dl f om pi ye: g t sd rp rns hscsif u ye: g pi oysl g a fiksmosha scm f: pemrpei hppdoPyipdel rp pi osi g so \$i rns yei ypos pSf rnf l r g l eorpa sio pi oeyypiraio.
2. Vuf g Va sf co f wiggh cprhs pOe l uedgh osi g s pS V e g r pi dsa fcd \$i f i: g r f rnc pSl s g d : r pcs pi a pis g oeisd wt g t fushso f WipchS u fl rpi foko \$i a pcsr pi osi g so.
3. VpOeif hs raigpr Va sf co fcr yf impSrhs wpiul g rns g oeisd'o isoypcog g rrp rp yf r df a f hso g dsraia g sd g f V e g r p rns a signo g rns U g rad vrhra pS Aa sig f g r l uedgh g raigpr g o fcd ypoosoo g co P 7 esirp B g pP pi Cf cf df P pi g f osmsa scm wt g t ws f hiss rp.
4. VHporgs SsV a sf co pcs wt g t : slpa so eclpcr p u i: s pi : isfko pemS pa wt sis g r w f o g rncdsd rp : s.
5. V rra is f rncd wipchS u fl r a sf co WipchS u fl r a V wt g t f i g s pem pSf cd t f Oe f o f l pa a pc : f o g b
- a. Bstf rnc l g l ea orfcl soP o g af rnc oP sOcm rP rnf cof l rnc o pi \$I rax
- b. A osi g o pSis f rnc l g l ea orfcl soP o g af rnc oP sOcm rP rnf cof l rnc o pi \$I rax pi
- c. A l pa a pc yf rnc pSl pcdel m
6. a. VpooVa sf co fcr fapecm wt g t f c g oeisd g ushf u r p: g r f rncd rp yf r fo df a f hso pi wt g t rns g oeisd afr : s iszegsd fcd ysia grad : r u w rp yf r fo g dsa c g rrp f c g oeisd \$i fcr Vuf g V rp wt g t r g g oeif cl s fyyu o fcd ot f u g l ued jedha scm fcd osmsa scm. VpooV f u g g l uedso yec g rns df a f hso wt sis g oeif: s : r u w.
- b. VpooVot f u c p rnc l ued sb
- (1) G rso pi yscf u g o g yposd : r u wx
- (2) r g ecl rnc is g rnc l uedgh l pora rp l pa yur wgh g r ecl rnc pidsio pi jedha scm
- (3) , ysif rnc l pora pS rpei pysif rnc oel t fo wpeu : s g l uedsd g rns g oeisd'o : edhs rpi

(4) , rnsi afmaio wtgt afr :s dssasd
ecgoeif: s ecdsi rns uf w yeioefcmrp
wtgt rns ypuur of f w: s l pcoriesd.

7. V7siopcfufcd fdCsirogh qjeirVasfco qjeirP
qlaedgh lpcoszescrf uV pdgr qjeirVf irogh pem
pSpes pi a pis pSths Spupwgh pSscosob
 - a. Ff w f iisorf d s r a c r p c pi q y i o p c a s c r n
 - b. Mf y q u o y i p o s l e r p c x
 - c. G s w i p c h s u s o j r p c S p a P w i p c h s u s c r i r
q r p P pi q f o o p c p S r h s i g h m p S y i g f r a
p l l e y f c l r p S f i p p a P d w s u g h pi y i s a q u o
r h f m f y s i o p c p l l e y q o P l p a a g r a d : r pi p c
: s t f u p S g o p w c s i P u f c d u i d pi u o o p i x
 - d. , i f u pi w i g r a c y e: u f r p c p S a f r a i g u r h f m
o u f c d s i o pi u s w f y s i o p c pi p i h f c d f r p c pi
d y y f i f h s o f y s i o p c ' o pi p i h f c d f r p c ' o
h p p d o P y i p d e l r o pi o s i q u s o x
 - e. , i f u pi w i g r a c y e: u f r p c p S a f r a i g u r h f m
q u u f r a o f y s i o p c ' o i g h m p S y i g f l r x
 - f. G s e o s p S f c p r h s i ' o f d C s i r o g h q l s f q r p e i
V f d C s i r o s a s c h r k p i
 - g. r C q h g h e y p c f c p r h s i ' o l p y r i g h t r R r i f d s
d i s o o pi o u p h f c q r p e i V f d C s i r o s a s c h r V
8. V7puur ysiqdVasfco rnfmysiqd ofrnad q rns
" sl u i f r p c o .
 - a. rSrhq CpCsifhs 7fimp qoesd oe: oszescmp
rns qoeifcls pSths ypuurPrhs V7puur ysiqdV
wgu pa a scl s pcur f o p S r h s s S i l r o d f r a p S
r h q C p C s i f h s 7 f i m

b. rSrhq CpCsifhs 7fimp rns ypuur r p wtgt qn
q f r h l t s d q l f c l s u s d pi c p c i s c s w s d P r h s
V7puur ysiqdVwgu s d w g h r h f m r a i a q f r p c
d f r a .

c. rS r h s i s q f V a i a q f r p c p S l p C s i f h s V f o
d s o l i g s d q y f i m b . pi c . p S r h s d s q r p c p S
V a i a q f r p c p S l p C s i f h s V r h s V7puur ysiqdV
w g u : s e c d s i o r p p d r p s c d p c r h s d f r a p S o e l t
l t f c h s P : e m p c u r w g h i s o y s l m r p o e l t
l t f c h s d l p C s i f h s .

9. V7puerhcroVasfco fcr opuP q u e q P h f o s p e o pi
r h s i a f u g i g h c m p i l p c r h a q f c r r q l a e d g h o a p k s P
q y i P o p p r R s a s o P f l q o P f u k f u P l t s a q f w f c d
w f o r a . q f o r a q l a e d s o a f r a i g u r p : s i s l r l u s d P
i s l p c d q u c s d pi i s l u f q s d .
10. W e g h a s f c o f l q u y i p l s s d g h q w t g t V p o o V
S p a W i p c h s u f l r o V r p w t g t r h q q o e i f c l s
f y y q u o q f u s h s d . W e g h q l a e d s o f c r f u a i c f r o d
d y e r a i s o p u e r p c y i p l s s d g h q w t g t o e l t
V p o o V q l u f q s d .
11. V s i a q f r p c p S l p C s i f h s V a s f c o b
 - a. C f c l s u f r p c pi c p c i s c s w f u p S r h s y p u u r x
 - b. " s l i s f o s q q u o P i s d e l r p c p S l p C s i f h s P
q l i s f o s d d s d e l r g u P c s w s ; l a e o q x p i
 - c. , r h s i l t f c h s q l p C s i f h s u o o q q i f : s r p
r h s q o e i s d .
12. V q i p c h s u f l r a s f c o f c r : i s f l t p S d e m P
c s h u l r r s i i p i P p a q o o p c P a q o r h r a s c r r pi
a q u s f d g h o r h r a s c m q r h s d o l t f i h s p S d e n g o
: r pi p c : s t f u p S r h s R f a s d r o e i s d .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WRONGFUL ACT DEFINITION (EXCLUSION OF CYBER-RELATED DAMAGE)

This endorsement modifies insurance provided under the following if included with your policy:

CHILD CARE LEGAL LIABILITY COVERAGE FORM
CLERGYPERSON PROFESSIONAL LEGAL LIABILITY COVERAGE FORM
CONTRACTORS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE FORM
LEGAL LIABILITY COVERAGE FORM
MANUFACTURERS ERRORS AND OMISSIONS COVERAGE FORM
RELIGIOUS INSTITUTIONS DIRECTORS AND OFFICERS LEGAL LIABILITY COVERAGE FORM
SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE FORM
SECURITY PERSONNEL LEGAL LIABILITY COVERAGE FORM
VOLUNTEER FIRE DEPARTMENT DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
VOLUNTEER FIRE DEPARTMENT ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

The following changes apply to the **Definitions** Section:

A. The following is added as the last paragraph of "wrongful act":

However, "wrongful act" does not include any breach of duty, negligent act, error or omission committed by an insured which causes or results in "cyber-related damage".

B. The following definition is added:

"Cyber-related damage" means any "loss" due to or arising out of a computer, computer system or network of computers because of:

- 1.** Theft, loss, release, disclosure or publication of:
 - a.** Anyone's personally identifiable information, medical or healthcare data including protected health information; or
 - b.** Any confidential information of another business in your possession not available to the general public including trade secrets, designs, records, reports, interpretations, forecasts, formulas, methods, practices, or processes.

- 2.** Failure to comply with your privacy policy.
- 3.** Violation of any statute or regulation addressing the control, use or protection of personally identifiable information.
- 4.** The inability or failure of any technical, physical or human security measures to prevent unauthorized intrusion, access to, copying, scanning, viewing or unauthorized use of any computer system.
- 5.** The unintended:
 - a.** Propagation or forwarding of any electronic mail, malware, malicious code, virus, worm, Trojan, spyware or other similar malicious software program designed to infect and damage, destroy, distort, contaminate, delete, erase, corrupt, alter, modify, deface, degrade, or disrupt a computer system, harm data on a computer system, or steal data from a computer system; or
 - b.** Abetting of a denial of service attack against another computer, computer system or network of computers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EMPLOYMENT-RELATED PRACTICES DEFINITION (EXCLUSION OF CYBER-RELATED DAMAGE)

Tgre ul dsyeut ul ht sdraue rl el yrl nu oysSrdud l l duyrgu æswrl i :

EM, Hv LMEDT-REHATEG , RACT3Cef H3AB3H3TL Cv YERAVE Fv RM
EM, Hv LMEDT-REHATEG , RACT3Cef H3AB3H3TL Cv YERAVE

Tgu æswrl i ngrli ue nooþ h3 lgu **Definitions**
f unhsl :

A. Tgu æswrl i re mddud ne lgu æhomyri yng sa
Nit ocspt ul hyuæhud oymhmueN

" swuSuyONit ocspt ul hyuæhud oymhmueNdsue
l shrl nð du ml p oymhmue wmgg nri eu sy yuel ð
rl Npbuy-yuæhud dnt mi uN

B. Tgu æswrl i dual rhtsl re mddud:

Npbuy-yuæhud dnt mi uNt uml e ml p Nlnt ni ueN
dl u h3 sy myerl i sl h samnst ol huyOnst ol huy
epehut syl uhwsyk sanst ol huy bunni eu sa

1. TguæO seeO yuæneuo dreusel yu sy
ol bænrhtsl sa

a. Al ps l u'e ouyesl mæ rdul hambæ
rl æyt nhtsl Ot udmæsy gumtgnnyu dntm
rl nð drl i oyshtnhud gumtgy rl æyt nhtsl ;
sy

b. Al p nsl adul hmcrl æyt nhtsl sa ml stguy
bl erl uee rl psly oseeueersl l sh
mæmæbæ h3 lgu i ul uymæol bærl nð drl i
hymdu eunyueOduerl eOyunsydeOyosyæO
rl huyoyuhntsl eO æyunneæO æyt l ææO
t uhgsdeOymhmueOsy oysnueeue.

2. Fmæ yu h3 nst oq wrtg ps l yoySmp osæp.

3. Yrsæhtsl sa ml p ehrt hu sy yuil æhtsl
mddyueerl i lgu nsl hysæ eu sy oyshtnhsl sa
ouyesl mæ rdul hambæ rl æyt nhtsl .

4. Tgu rl nbræp sy æmæ yu sa ml p lungl mæO
ogpemæ sy gl t ml eunl yrt t umel yue h3
oyuSul h l l ml hgsyzud rl hyl ersl Omnuæe h3O
nsoprl i Oenrl lrl i OSuwr l i syl l ml hgsyzud
l eu saml p nst ol huy epehut .

5. Tgu l l rl hul dud:

a. , ysoni nhtsl sy æwymærl i sa ml p
uænhsl m t mæO t mæwymæO t mænrsl e
nsduOSyl eOwsyt OTysjrl Oeopwymy sy
stguy ert mæ t mænrsl e esæwymy
oysi yrt duerl l ud h3 rl anh ml d
dnt mi uOduehyspOdrehtsl hnt rl mæO
duæhuO uyæneuo nsyl æO mæyO t sdæpO
duæmuOdui ymæduOsy dreyl oh m nst ol huy
epehut O gmyt dntm sl m nst ol huy
epehut Osy ehunc dntm æst m nst ol huy
epehut ; sy

b. Abuthrl i sa m dul mæ sa euySnu nhtmk
mi ml eh ml stguy nst ol huyO nst ol huy
epehut syl uhwsyk sanst ol huy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

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

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

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a)** Computer hardware, including microprocessors;
- (b)** Computer application software;
- (c)** Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **2.a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **2.a.** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- 1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EPIDEMIC OR PANDEMIC EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Epidemic Or Pandemic

1. This insurance does not apply to "bodily injury" or "property damage" arising out of the actual or alleged transmission of an "epidemic or pandemic".
2. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
 - a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread an "epidemic or pandemic";
 - b. Testing for an "epidemic or pandemic";
 - c. Failure to prevent the spread of the "epidemic or pandemic"; or
 - d. Failure to report the "epidemic or pandemic" to authorities.
3. This exclusion also applies to any loss, cost, or expense arising out of any:
 - a. Request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate an "epidemic or pandemic" or the conditions to which an "epidemic or pandemic" is attributed; or

- b. Claim or suit by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating an "epidemic or pandemic" or the conditions to which an "epidemic or pandemic" is attributed.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Epidemic Or Pandemic

1. This insurance does not apply to "personal and advertising injury" arising out of the actual or alleged transmission of an "epidemic or pandemic".
2. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
 - a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread an "epidemic or pandemic";
 - b. Testing for an "epidemic or pandemic";
 - c. Failure to prevent the spread of the "epidemic or pandemic"; or
 - d. Failure to report the "epidemic or pandemic" to authorities.

3. This exclusion also applies to any loss, cost, or expense arising out of any:
- a. Request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate an "epidemic or pandemic" or the conditions to which an "epidemic or pandemic" is attributed; or
 - b. Claim or suit by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating an "epidemic or pandemic" or the conditions to which an "epidemic or pandemic" is attributed.

C. The following is added to SECTION V -
DEFINITIONS:

"Epidemic or pandemic" means any infectious epidemic or pandemic that is declared (announced or otherwise notified) by the U. S. Centers for Disease Control and Prevention and/or World Health Organization, including but not limited to COVID-19.

EPIDEMIC OR PANDEMIC EXCLUSION NOTICE OF COVERAGE CHANGES

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

8-E-4303 Epidemic Or Pandemic Exclusion

When this endorsement is attached to your policy, it generally excludes bodily injury, property damage and personal and advertising injury-related exposures arising out of the actual or alleged transmission of an "epidemic or pandemic", defined as infectious epidemic or pandemic that is declared (announced or otherwise notified) by the U. S. Centers for Disease Control and Prevention and/or World Health Organization, including but not limited to COVID-19.

*This Notice does not form part of your policy. No coverage is provided by this Notice, nor can it be understood to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.***

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

Please consult with your agent or broker if you have any questions.

We appreciate your business and thank you for putting your trust in Utica National.



Utica National Insurance Group
Insurance that starts with you.®

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF OCCURRENCE, CLAIM OR SUIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that knowledge of an "occurrence," claim or "suit" by any agent, servant, or employee of the insured shall not in itself constitute knowledge by the insured, unless an executive officer of the named insured corporation (or individual designated by an executive officer to receive such notice) shall have received notice of such an "occurrence," claim or "suit."

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NOTICE OF OCCURRENCE, CLAIM, OR SUIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the insured to notify the company of any "occurrence," claim or "suit" of which such person has knowledge shall not invalidate the insurance afforded by this policy as respects the Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS EMPLOYMENT-RELATED PRACTICES CHANGES

This endorsement modifies insurance provided under the following:

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

Condition **12.** Your Right To "Claim" And "Employment-Related Practice" Information (SECTION VI) is replaced by the following:

12. Your Right To "Claim" And "Employment-Related Practice" Information.

- a.** Subject to paragraph **e.** below, we will provide the first Named Insured shown in the Declarations, within thirty (30) days of the insured's written request or at the same time as any notice of cancellation or nonrenewal, the following "claim" and "employment-related practice" information relating to this and any preceding Employment-Related Practices Liability claims-made insurance we have issued to you within the last three years:

 - (1)** Information concerning closed "claims" limited to the date and description of "employment-related practice" and total amount of payments, if any; stated separately, for "damages" or "defense costs";
 - (2)** Information concerning open "claims" limited to the date and description of "employment-related practice," total amount of payments and total reserves, if any; stated separately, for "damages" or "defense costs";
 - (3)** Information concerning "employment-related practices" not included in subparagraphs **(1)** and **(2)** above limited to the date and description of "employment-related practice" and total reserves, if any; and
- (4)** A summary by policy year, of payments made and amounts reserved, stated separately, for "damages" or "defense costs" under any applicable Aggregate Limit.
- b.** Subject to paragraph **e.** below, we will provide the first Named Insured shown in the Declarations, within twenty (20) days after receipt of written request by the Named Insured, detailed "claim" and "employment-related practice" information in addition to that provided under paragraph **a.** above and including specific reserve amounts.
- c.** Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.
- d.** We compile "claim" and "employment-related practice" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.
- e.** We will not provide the information included in paragraphs **a.** and **b.** above, if this policy has been cancelled for nonpayment of premium, material misrepresentations or fraud on the part of the insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS EMPLOYMENT-RELATED PRACTICES CHANGES

This endorsement modifies insurance provided under the following:

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

- A.** The definition of "damages" (SECTION I) is modified to delete "prejudgment interest" awarded against the insured on that part of the judgment we pay.
- B.** Under the definition of "defense costs" (SECTION I), part **(1)(a)** under the subject of what is not included in "defense costs" is deleted.
- C.** Part **1.d.** of SECTION II - EMPLOYMENT - RELATED PRACTICES LIABILITY COVERAGE is replaced by the following:
 - d.** All "claims" for "damages" based on or arising out of one "employment-related practice" by one or more insureds shall be deemed to be one "claim" and to have been made at the time the first of those "claims" is made against any insured.
- D.** The following is added to part **2.** Defense Of Claims, Administrative Hearings And Settlement Authority (SECTION II):
 - g.** We will pay with respect to any "claim" we investigate, settle or defend "prejudgment interest" awarded against the insured on that part of the judgment we pay.
- E.** Exclusion I. (Section II) is deleted.
- F.** Under part **4.** Optional Extended Reporting Period (SECTION VII), the Optional Extended Reporting Period is amended to start after the end of the Automatic Extended Reporting Period.
- G.** Part **f.(1)** under **5.** Optional Extended Reporting Period Notice and Acceptance (SECTION VII) is replaced by the following:
 - (1)** Will be calculated as a percentage of the expiring annual premium;

EXTENDED REPORTING PERIOD FOR LIMITED EMPLOYMENT-RELATED PRACTICES COVERAGE

SCHEDULE

	Child Care Legal Liability Coverage Form
X	Legal Liability Coverage Form
	Religious Institutions Directors And Officers Legal Liability Coverage Form
	School District And Educators Legal Liability Coverage Form
	Volunteer Fire Department Directors And Officers Liability Coverage Form
	Volunteer Fire Department Errors And Omissions Liability Coverage Form
	Other:

Termination Date of the Limited Employment Practices Coverage: 01-15-2020

- I. The Coverage Form indicated in the Schedule above includes limited Employment-Related Practices coverage. Effective on the Termination Date shown in the Schedule, this limited Employment-Related Practices Coverage has been excluded from the Coverage Form.
- II. Only with respect to this limited Employment-Related Practices Coverage, the following is added to the Extended Reporting Period Section of the Coverage Form indicated in the Schedule above:
We will provide an Extended Reporting Period for terminated limited Employment-Related Practices Coverage as described below:
 - A. A "claim" first made during this Extended Reporting Period for terminated Limited Employment-Related Practices Coverage will be deemed to have been made during the "policy period" provided that the "claim" is for "loss" from "wrongful acts" which took place before the Termination Date indicated in the Schedule of this endorsement and after any applicable Retroactive Date.
 - B. This Extended Reporting Period for terminated limited Employment-Related Practices Coverage:
 1. Does not extend the "policy period" or change the scope of coverage provided.
 2. Provides an Aggregate Limit of Liability equal to the Aggregate Limit For Each Annual Policy Year entered in the Declarations in effect at the end of the policy period of the Coverage Form indicated in the Schedule above.
 3. Applies only to the extent that the terminated limited Employment-Related Practices Coverage would have applied.
 4. Applies only as excess insurance over any other valid and collectible insurance available to the insured, whether primary, excess, contingent, or any other basis, whose policy period begins or continues after this Extended Reporting Period for terminated limited Employment-Related Practices Coverage takes effect.
 - C. This Extended Reporting Period for terminated limited Employment-Related Practices Coverage is provided without additional charge and will be of unlimited duration. This period starts on the later of the following dates:
 1. The Termination Date indicated in the Schedule above; or
 2. The expiration date of any applicable Automatic Extended Reporting Period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

LEGAL LIABILITY COVERAGE FORM

- A.** The provisions of the Your Right To Claim And "Wrongful Act" Information Condition (SECTION **IV.9.**) relating to time for providing such information, which appear following part **b.** of the condition are replaced by the following:
- If we cancel or elect not to renew this policy, we will provide such information at the time of any notice of cancellation or nonrenewal, except where the policy has been cancelled for nonpayment of premium, material misrepresentation, or fraud on the part of the insured.
- In other circumstances, we will provide this information only if we receive a written request from the first Named Insured. In this case, we will provide this information within 30 days of receipt of the request.
- B.** Under Section **VI** - Definitions, paragraph **4.a.** is replaced by the following:
- 4.a.** "Loss" means any amount which an insured is legally obligated to pay as damages or which the insured may be required and permitted by law to pay as indemnity to an insured for any claim to which this insurance applies and shall include judgments and settlements. "Loss" also includes punitive damages, but only for vicarious liability.

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ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFIT PROGRAMS LIABILITY COVERAGE FORM

- A. Under SECTION V - EMPLOYEE BENEFIT PROGRAMS LIABILITY CONDITIONS,** the provisions of Condition 10., **Your Right to Claim and Wrongful Act Information**, relating to time for providing such information, which appear following part **b.** of the Condition are replaced by the following:

If we cancel or elect not to renew this policy, we will provide such information at the time of any notice of cancellation or nonrenewal, except where the policy has been cancelled for nonpayment of premium, material misrepresentation, or fraud on the part of the insured.

In other circumstances, we will provide this information only if we receive a written request from the first Named Insured. In this case, we will provide this information within 30 days of receipt of the request.

- B. Under SECTION VI - EXTENDED REPORTING PERIODS:**

1. Paragraph **5.a.** is replaced by the following:
 5. a. We will notify you in writing within thirty (30) days after the date of "termination of coverage" of costs for and provisions of the Extended Reporting Periods.
2. Paragraph **5.d.** is replaced by the following:
 5. d. We will determine the actual premium for the Optional Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200% of the annual premium of the expiring policy.
3. Paragraph **9.** is replaced by the following:
 9. If, in the event of any "termination of coverage" you elect to purchase the Optional Extended Reporting Period Endorsement, at your option, any return premium due you for the "termination of coverage" will be credited to the premium due for the Optional Extended Reporting Period Endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. INCIDENTAL MALPRACTICE

- a. The definition of "bodily injury" in **SECTION V - DEFINITIONS** is amended to include injury arising out of rendering or failing to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED** does not apply to nurses, emergency medical technicians or paramedics described in paragraph a. above.
- c. Part (1) of the **Employers Liability** exclusion under Paragraph 2. **Exclusions**, of **SECTION - I COVERAGE A** does not apply to injury to the emotions or reputation of a person arising out of such services.

This Incidental Malpractice Coverage does not apply if you are engaged in the business or profession of providing services described in paragraph a. above.

2. EXTENDED PROPERTY DAMAGE

Under Paragraph 2. **Exclusions** of **SECTION - I COVERAGE A**, the **Expected Or Intended Injury** exclusion is replaced by the following:
Expected Or Intended Injury

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

3. NONOWNED AIRCRAFT AND WATERCRAFT

Under Paragraph 2. **Exclusions** of **SECTION - I COVERAGE A**, the **Aircraft, Auto or Watercraft** is replaced by the following:
Aircraft, Auto or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) An aircraft that is:
 - (a) Hired, chartered or loaned to an insured with a paid crew; and
 - (b) Not owned by an insured;
- (2) A watercraft while ashore on premises you own or rent;
- (3) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

Exceptions (1) and (3) to this exclusion g. do not apply, and exclusion g. is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis.

- (4) 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;
- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

4. PROPERTY DAMAGE LIABILITY - ELEVATORS, BORROWED EQUIPMENT and LIMITED COVERAGE FOR DAMAGE TO PERSONAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

a. Under Paragraph 2. Exclusions of **SECTION - I COVERAGE A**, part (4) of the **Damage To Property** exclusion applies as follows:

(1) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.

(2) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:

(a) To property which you have contracted to install;

(b) The direct result of the property being raised, lowered or otherwise moved by a crane;

(c) To "mobile equipment" or an "auto";

(d) To that particular part of property which you are attempting to service or repair; or

(e) Covered by other insurance which will pay for the "property damage."

(3) This exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

b. Parts (3), (4) and (6) of the **Damage To Property** exclusion do not apply to the use of elevators.

c. The insurance afforded by this section is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is deemed changed accordingly.

5. CONTRACTUAL PERSONAL AND ADVERTISING INJURY

Under Paragraph 2. Exclusions of **SECTION - I COVERAGE B**, the **Contractual Liability** exclusion is deleted. However, the coverage provided by this section will not apply if **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by any of the exclusions or other provisions of the Coverage Form or by any endorsement.

6. FIRE, LIGHTNING OR EXPLOSION DAMAGE

a. The last paragraph of **SECTION I - COVERAGE A** (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

b. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

6. Subject to 5. above, the greater of:

(1) \$500,000; or

(2) The **Damage To Premises Rented To You Limit** shown in the **Declarations**;

is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you, or temporarily occupied by you with permission of the owner.

The **Damage To Premises Rented To You Limit** applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes

c. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, OTHER INSURANCE**, the **Excess Insurance** provision pertaining to fire insurance for premises rented to you or temporarily occupied by you with permission of the owner is replaced by the following:

That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

7. SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. The most we will pay for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies is increased by \$2,250.
- b. The most we will pay for actual loss of earnings because of time off from work is increased by \$250.

8. BROADENED COVERAGE - EMPLOYEES/VOLUNTEERS

The following replaces paragraph **2.a.** under **SECTION II - WHO IS AN INSURED:**

2. Each of the following is also an insured:

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

(1) "Employees" is an insured for:

(a) "Personal and advertising injury":

- (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a)(i) above;

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a)(i) or (ii) above; or

- (iv) 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 insured with respect to their providing or failing to provide professional health care services.

(b) "Property damage" to property:

- (i) Owned, occupied or used by,

- (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) "Volunteer workers" is an insured for:

(a) "Bodily injury" or "personal and advertising injury":

- (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (2)(a)(i) above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (2)(a)(i) or (ii) above; or

(iv) Arising out of his or her providing or failing to provide professional health care services.

(b) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3. under **SECTION II - WHO IS AN INSURED**, is replaced by the following:

3. Any organization you newly acquire or form; other than a partnership, joint venture or limited liability company; and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed; before you acquired or formed the organization.

10. SUBSIDIARIES

The following is added under **SECTION II - WHO IS AN INSURED**:

a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or

b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph 10.a. above; is also an insured.

The insurance afforded under paragraphs 10.a. and 10.b. applies only if no other insurance of any kind is available to such entity for this kind of liability.

11. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to **SECTION II - WHO IS AN INSURED**:

a. **Additional Insureds - By Contract, Agreement or Permit**

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only:

(a) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations for the additional insured.

(b) With respect to property owned or used by, or rented or leased to, you.

The insurance afforded any additional insured under this paragraph 11.a.(1) will be subject to all applicable exclusions or limitations described in paragraphs 11.b.(1), (2), (3) and (4) and in 11.c.(1), (2), (3), (4), (5) and (6) below.

- (2) Such insurance as is provided by paragraph **11.a.(1)** for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.
- (3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs **11.a.(1), (2) and (3)** ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs **11.a.(1), (2) and (3)** above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs **11.a.(1), (2) and (3)** above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs **11.a.(1), (2) and (3)** above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or
- (b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs **11.a.(1), (2) and (3)** above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

(5) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

- (a) This insurance afforded the vendor does not apply to:
- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;
- (ii) Any express warranty unauthorized by you;
- (iii) Any physical or chemical change in the product made intentionally by the vendor;
- (iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
 - (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this Vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

- c. Such insurance as is afforded for any additional insured under paragraph 11.a. or b. above is subject to all applicable exclusions of 2. Exclusions, **COVERAGE A** (Section I), other than exclusion b. **Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

- (1) The independent acts or omissions of such additional insured.
- (2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (a) The occurrence of any "bodily injury" or "property damage"; or
 - (b) The commission of any offense which caused "personal and advertising injury."

- (3) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.
- (4) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.
- (5) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."

This additional exclusion 11.c.(5) does not apply with respect to such Vendors coverage as is provided under 11.b.(5) above.
- (6) Any person or organization included as an insured under any other provision of Section II - **Who Is An Insured** or included as an additional insured by any endorsement to this policy.

12. INSUREDS - NONOWNED WATERCRAFT

The following is added to **SECTION II - WHO IS AN INSURED**:

With respect to any watercraft you do not own that is:

- a. Less than 51 feet long; and
- b. Not being used to carry persons or property for a charge;

any person who uses or is responsible for the use of such watercraft, with your express or implied consent, is an insured.

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 or use of the watercraft, 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:

- (1) "Bodily injury" to a co-"employee" of the person operating or using the watercraft; or
- (2) "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.

13. MEDICAL PAYMENTS

Paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

7. Subject to 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expense Limit which is the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations.

14. PRIORITY CONDITION

The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence", or "personal and advertising injury" from the same offense, the Limits of Insurance will apply in the following order:
 - a. You;
 - b. Your "executive officers", directors, stockholders or "employees", and
 - c. Any other insureds in any order that we choose.

15. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **SECTION IV - COMMERCIAL LIABILITY CONDITIONS, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT** is replaced by the following:

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.

This paragraph a. applies only if one of the following knows of the "occurrence" or offense:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;

- (3) A member or manager, if you are a limited liability company; or

- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

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

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph b. will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company; or
- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

- 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.

16. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following replaces **Transfer Of Rights Of Recovery Against Others To Us**:

If the insured has rights to recover all or part of any payment we have made under this 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.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

17. NOTICE TO COMPANY

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Notice To Company

If the insured reports an "occurrence" or offense to its Workers Compensation insurer and such "occurrence" or offense later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties in the Event of Occurrence, Offense, Claim or Suit** Condition, only if:

- a. Such failure or omission is not intentional; and
- b. You notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

19. COVERAGE TERRITORY

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

- a. The United State of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, 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 other parts of the world if:

- 1) The injury or damage arises out of:

- a) Goods or products made or sold by you in the territory described in **a.** above;
- b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
- c) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; and

- 2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:

- a) The territory described in **a.** above;
- b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands; or in a settlement we agree to.

20. BODILY INJURY DEFINITION

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
- b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease, provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

21. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the **Definitions** Section, "personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation other than "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";
7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

But discrimination does not include acts of differentiation that cause injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above as directed.
- Paragraphs a. and b. above apply:
- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

22. IMPAIRED PROPERTY

- a. Under the **Definitions** Section, the definition of "impaired property" does not apply.
- b. Exclusions m. and n. under **SECTION I - COVERAGE A** are replaced by the following:

m. Loss Of Use Of Tangible Property

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

- (1) A delay in or lack of performance by you or anyone on your behalf of any contract or agreement; or
- (2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on your behalf.

This exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of:

- (1) "Your product"; or
- (2) "Your work";

after such product or work has been put to its intended use.

n. Recall Of Products, Work Or Other Property

Damage 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) Any property of which "your product" or "your work" forms a part;

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.

23. LIBERALIZATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOOD SAMARITAN COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Any exclusion or restriction of coverage for providing or failing to provide professional health care services does not apply to any insured for their providing or failing to provide "medical treatment" made necessary by a sudden encounter with an accident or medical emergency while acting within the scope of their duties for you. As used in this endorsement, the term "medical treatment" means first aid or emergency care or treatment, wherever provided, given to an ill or injured person before regular medical treatment can be obtained.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage		Additional Premium
<input type="checkbox"/>	Hired Auto Liability	\$75.00
<input type="checkbox"/>	Non-owned Auto Liability	\$117.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Insurance is provided only for those coverages for which an "X" is shown in the applicable box.

1. Hired Auto Liability

The insurance provided under **Coverage A Bodily Injury and Property Damage Liability** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-owned Auto Liability

The insurance provided under **Coverage A Bodily Injury and Property Damage 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 Paragraph **2. Exclusions of Coverage A Bodily Injury and Property Damage Liability**, other than Exclusions **a., b., d., f.** and **i.** 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:

- (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.

This exclusion does not apply to:

- (1)** Liability assumed by the insured under an "insured contract"; or
- (2)** "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. **Section II - Who Is An Insured** is replaced by the following:

1. 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":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" 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.

2. None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, 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;
- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or

e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For the purposes of this endorsement only, Paragraph 4. **Other Insurance** in **Section IV - Commercial General Liability Conditions** is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. The following additional definitions apply:

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
- 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

LEGAL LIABILITY COVERAGE FORM

- A. Section II - Who Is An Insured** is replaced by the following:

Section II - Who Is An Insured

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

1. The Named Insured shown in the Declarations;
2. The Named Insured's:
 - a. Employees;
 - b. Volunteers;
 - c. Elected or appointed members of the Board of Trustees or Board of Directors or similar governing body;

but only for acts within the scope of their employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business.

3. With respect to the liability of insureds described above, the heirs, administrators, assigns, and legal representatives of each insured in the event of death, incapacity, or bankruptcy.

- B. Under Section IV - Legal Liability Conditions, paragraph, 4.a. is replaced by the following:**

a. Primary Insurance

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

- C. Section VI - Definitions is amended as follows:**

1. Paragraph **1.** is replaced by the following:
 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. Paragraph **7.** is replaced by the following:

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. 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - ABUSE OR MOLESTATION LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION LIABILITY COVERAGE FORM (INCLUDING SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)

Exclusion **2.h.** of **Section I - Abuse Or Molestation Liability Coverage** is replaced by the following:

This insurance does not apply:

- h.** To punitive or exemplary damages. However, we will provide a defense if the "suit" seeks punitive or exemplary damages and "loss" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Coverage B - Personal And Advertising Injury Liability** does not apply to any claim or "suit" directly or indirectly, in whole or in part, arising out of, involving, resulting from, or caused by any of the following:
- 1.** The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
 - 2.** The negligent:
 - a.** Employment;
 - b.** Investigation;
 - c.** Supervision;
 - d.** Reporting to the proper authorities, or failure to so report; or
 - e.** Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph **1.** above.
- B.** For the purposes of this endorsement, abuse means an intentional, inherently harmful act.
- C.** This exclusion does not apply to conduct excluded by Paragraph **A.1.** or Paragraph **A.2.** above that you are vicariously liable for.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT - RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

LEGAL LIABILITY COVERAGE FORM
SCHOOL DISTRICT AND EDUCATORS LEGAL LIABILITY COVERAGE FORM
RELIGIOUS INSTITUTIONS DIRECTORS AND OFFICERS LEGAL LIABILITY COVERAGE FORM
CHILD CARE LEGAL LIABILITY COVERAGE FORM

In consideration of the reduced premium for this insurance:

(1) The following exclusion is added:

This insurance does not apply to any claim arising out of or resulting from "loss" to:

(a) A person arising out of any:

- (i)** Refusal to employ that person;
- (ii)** Termination of that person's employment; or
- (iii)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of "loss" to that person at whom any of the employment-related practices described in paragraphs **(1)(a)(i), (ii), or (iii)** above is directed.

This exclusion applies:

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

(2) (a) The exception for fees, costs and expenses of the investigation, defense, or appeal of any claim or suit or arbitration or administrative proceeding resulting from failure to perform, or breach of any contract contained in the exclusion for claims for salary or other remuneration, or for any amounts due under the terms of any contractual obligation does not apply to contracts related to employment; and

(b) As respects such contracts that exclusion will read:

(This insurance does not apply to:)

Any claim for salary or other remuneration, or for any amount due under the terms of any contractual obligation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. The following exclusion is added to Paragraph 2., Exclusions of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2., Exclusions of **Section I - Coverage B - Personal And Advertising Injury Liability**:
 - A. This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or "devaluation" related to the actual, alleged or threatened presence of, or exposure to "asbestos" in any form, or to toxic substances emanating from "asbestos". This includes ingestion, inhalation, absorption or other physical exposure to "asbestos". Such presence of, or exposure to, "asbestos" includes, but is not limited to:
 1. The existence of or storing of "asbestos";
 2. The abatement or removal of "asbestos" from any structures, materials, products, goods or manufacturing process;
 3. The disposal of "asbestos"; or
 4. Any structures, manufacturing processes, or products containing "asbestos".
 - B. We shall have no obligation under this coverage for any loss, defense costs, or other costs or expenses arising out of any:
 1. Claim, "suit", judgment, settlement, obligation, request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, neutralize, or in any way respond to, or assess the actual or alleged effects of "asbestos"; or
 2. Claim, "suit", judgment, settlement, obligation, request or demand due to any actual, alleged, or threatened injury or damage from "asbestos" or testing for, monitoring, cleaning up, removing, containing, treating, or neutralizing, or in any way responding to or assessing the actual or alleged effects of, "asbestos"; or
 3. Claim, "suit", judgment, settlement, obligation, request or demand to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "asbestos".
 - C. This exclusion applies regardless of who manufactured, produced, installed, used, owned, stored or controlled the "asbestos".
- II. The following definitions are added to the **Definitions** Section:

"Asbestos" means asbestos, asbestos fibers, asbestos products and asbestos materials, or any products, goods or materials containing asbestos or asbestos fibers, products or materials.

"Devaluation" means any claim, demand or "suit" that alleges diminution, impairment or reduction in the value of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

LEGAL LIABILITY COVERAGE FORM

A. The following is added to Part 2., Exclusions of Section I - Legal Liability Coverage:

This insurance does not apply to:

1. Any "claim" or "suit" that alleges a "wrongful act" or a series of "interrelated wrongful acts" that caused or resulted in "loss" from or because of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

2. Any "claim" or "suit" seeking damages for or because of any "loss", cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

B. The following is added to the Definitions Section:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SILICA LIABILITY HAZARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Coverage B - Personal And Advertising Injury Liability** does not apply to any "occurrence", notice, claim or "suit" arising out of or resulting from:

(1) The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of silica dust or silica particles in any form at any time, or any toxic material arising out of or resulting from silica dust or silica particles at any time; or

(2) Any loss, cost or expense for the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of silica dust or silica particles in any form by any insured or by any other person or entity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - RECORDING AND DISTRIBUTION OF
MATERIAL OR INFORMATION IN VIOLATION OF LAW**

This insurance does not apply to any claim or "suit" arising directly or indirectly out of or resulting from any "wrongful act", action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



UTICA NATIONAL INSURANCE GROUP

GRAPHIC ARTS MUTUAL INSURANCE CO.
180 GENESEE STREET
NEW HARTFORD, NY 13413

W0194
COOK & KOCHER INS GR INC
300 S NW HIGHWAY, #208
PARK RIDGE, IL 60068
(847)692-9200

POLICY NUMBER: CPP 4816743

NAMED INSURED: NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

ADDRESS: 2400 S. DES PLAINES AVE
RIVERSIDE, IL 60546

FORM OF BUSINESS: NOT FOR PROFIT ORGANIZATION

BUSINESS DESCRIPTION:

POLICY PERIOD: FROM 01-15-2023 TO 01-15-2024 12:01 A.M. Standard Time at your address shown above.

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

COMMERCIAL INLAND MARINE COVERAGE PART - DECLARATIONS

For deductibles shown below, see individual coverage form(s) for explanation of how deductibles may apply.

SCHEDULE

ITEM NO.	DESCRIPTION	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	PREMIUM
001	Library Protector (8E2155-2)	SEE FORM		\$ 125

PREMIUM for this Coverage Part \$ 1,943

With respect to each coverage, the limit of insurance stated in any form or endorsement attached to this policy applies, unless replaced by the higher amount shown below for such coverage

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART:

SEE 8-S-1018

MORTGAGE HOLDER:

Authorized Representative

CPP CIM 11 4816743

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

COMMERCIAL INLAND MARINE COVERAGE PART
SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: CPP 4816743

ITEM NO.	DESCRIPTION	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	PREMIUM
1.	2400 S. DES PLAINES AVE, NORTH RIVERSIDE, IL 60546			\$ 108
	8E1461 Fine Arts			
	Blanket Coverage	\$ 76,760	\$ 1,000	
2.	8E1667 Library Property			\$ 1,710
	Total Coverage Amount	\$ 242,624	\$ 250	
	2400 S. DES PLAINES AVE, NORTH RIVERSIDE, IL 60546			
	Inventory Records - Cost to Research	\$ 50,000		
	Adult Fiction - Per Volume: 0 Quantity: 8185			
	Adult Non-Fiction - Per Volume: 0 Quantity: 6759			
	Juvenile Materials - Per Volume: 0 Quantity: 25736			
	Other - Per: 0 Quantity: 335			

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

C. Duties In The Event Of Loss

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. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. 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.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. 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 claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

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

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

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

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

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

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

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

SIGNS COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means:

- a. Your signs; and
- b. Similar property of others in your care, custody or control.

2. Property Not Covered

Covered Property does not include contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs a. through c.

- a. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- b. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- (1) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

- (2) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

- (3) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;

- (4) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (a) A cause of loss listed in Paragraph (1) or (2);

- (b) One or more of the following causes of loss: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;

- (c) Weight of people or personal property; or

- (d) Weight of rain that collects on a roof.

- c. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Form.

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. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. 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 direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. 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.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- a.** Delay, loss of use, loss of market or any other consequential loss.
- b.** Breakage during transportation, or breakage during installation, repairing or dismantling.

But we do insure against such loss or damage caused directly by fire, lightning, or by accident to the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.

c. Dishonest or criminal act (including theft) committed by:

- (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;
- (2) A manager or a member if you are a limited liability company; or

- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

d. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology;

creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- f. Unauthorized instructions to transfer property to any person or to any place.
- g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- h. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

- 3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 - of part or all of any property wherever located.
- d. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to Paragraph (1) or (2).

This Exclusion d. does not apply to the extent that coverage is provided under the Additional Coverage – Collapse or to collapse caused by one or more of the following: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; weight of people or personal property; weight of rain that collects on a roof.

- e. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration; mechanical breakdown; dampness, cold or heat.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

We cover property wherever located within:

- a. The United States of America (including its territories and possessions);
- b. Puerto Rico; and
- c. Canada.

2. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

We will not pay the full amount of any loss if the value of Covered Property, except property in transit, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- a.** Multiply the value of Covered Property, except property in transit, at the time of loss by the Coinsurance percentage;
- b.** Divide the Limit of Insurance of the property by the figure determined in Step **a.**;

- c.** Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step **b.**; and
- d.** Subtract the deductible from the figure determined in Step **c.**

We will pay the amount determined in Step **d.** or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

ACCOUNTS RECEIVABLE COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section E – Definitions.

A. Coverage

1. 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 the loss or damage; and
- d. Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from Covered Causes of Loss to your records of accounts receivable.

2. Property Not Covered

Coverage does not apply to:

- a. Records of accounts receivable in storage away from the "premises" shown in the Declarations; or
- b. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss or damage to your records of accounts receivable except those causes of loss listed in the Exclusions.

4. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs a. through c.

- a. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

- b. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- (1) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- (2) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- (3) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;
- (4) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (a) A cause of loss listed in Paragraph (1) or (2);
 - (b) One or more of the following causes of loss: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
 - (c) Weight of people or personal property; or
 - (d) Weight of rain that collects on a roof.

- c. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Form.

5. Coverage Extension

Removal

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- a. At a safe place away from your "premises"; or
- b. Being taken to and returned from that place.

This Coverage Extension is included within the Limit of Insurance applicable to the "premises" from which the records of accounts receivable are removed.

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. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. 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 direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. 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.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- a. Delay, loss of use, loss of market or any other consequential loss.

- b. Dishonest or criminal act (including theft) committed by:

- (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;

- (2) A manager or a member if you are a limited liability company; or

- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- c. 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.

- d. Bookkeeping, accounting or billing errors or omissions.

- e. 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;

(3) An occurrence that took place more than 100 feet from your "premises"; or

(4) Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 100 feet from your "premises".

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

f. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

g. Unauthorized instructions to transfer property to any person or to any place.

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

i. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

3. We will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

4. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

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

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

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located.

d. Collapse, including any of the following conditions of property or any part of the property:

(1) An abrupt falling down or caving in;

(2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to Paragraph (1) or (2).

This Exclusion d. does not apply to the extent that coverage is provided under the Additional Coverage – Collapse or to collapse caused by one or more of the following: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; weight of people or personal property; weight of rain that collects on a roof.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

D. Additional Conditions

1. Determination Of Receivables

General Condition **F. Valuation** in the Commercial Inland Marine Conditions is replaced by the following:

a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:

(1) 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

(2) 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:

- (1) The amount of the accounts for which there is no loss or damage;
- (2) The amount of the accounts that you are able to reestablish or collect;
- (3) An amount to allow for probable bad debts that you are normally unable to collect; and
- (4) All unearned interest and service charges.

2. Recoveries

The following is added to Loss Condition **H. Recovered Property** in the Commercial Inland Marine Conditions:

You will pay us the amount of all recoveries you receive for loss or damage paid by us. But any recoveries in excess of the amount we have paid belong to you.

3. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

We cover records of accounts receivable:

- (1) Within your "premises"; and
- (2) Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.

b. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

We will not pay the full amount of any loss if the value of all accounts receivable, except those in transit, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for Coverage Applicable At All Locations.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of all accounts receivable, except those in transit, at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance for Coverage Applicable At All Locations by the figure determined in Step (1); and
- (3) Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

This condition will not apply to records of accounts receivable in transit, interest charges, excess collection expenses or expenses to reestablish your records of accounts receivable.

c. Protection Of Records

Whenever you are not open for business, and except while you are actually using the records, you must keep all records of accounts receivable in receptacles that are described in the Declarations.

E. Definitions

"Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.

VALUABLE PAPERS AND RECORDS COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F** – Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means "valuable papers and records" that are your property or property of others in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Property not specifically declared and described in the Declarations if such property cannot be replaced with other property of like kind and quality;
- b. Property held as samples or for delivery after sale;
- c. Property in storage away from the "premises" shown in the Declarations; or
- d. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs **a.** through **c.**

- a. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

- b. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- (1) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

- (2) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

- (3) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;

- (4) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (a) A cause of loss listed in Paragraph (1) or (2);

- (b) One or more of the following causes of loss: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;

- (c) Weight of people or personal property; or

- (d) Weight of rain that collects on a roof.

- c. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Form.

5. Coverage Extensions

a. Removal

If you give us written notice within 10 days of removal of your "valuable papers and records" because of imminent danger of loss or damage, we will pay for loss or damage while it is:

- (1) At a safe place away from your "premises"; or
- (2) Being taken to and returned from that place.

This Coverage Extension is included within the Limits of Insurance applicable to the "premises" from which the Covered Property is removed.

b. Away From Your Premises

We will pay up to \$5,000 for loss or damage to Covered Property while it is away from your "premises".

But if a higher Limit Of Insurance is specified in the Declarations, the higher limit will apply.

The limit for this Coverage Extension is additional insurance.

B. Exclusions

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. 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 direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. 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.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- a. Delay, loss of use, loss of market or any other consequential loss.

- b. Dishonest or criminal act (including theft) committed by:

- (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;

- (2) A manager or a member if you are a limited liability company; or

- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- c. Errors or omissions in processing or copying.

But if errors or omissions in processing or copying result in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

- d. Electrical or magnetic injury, disturbance or erasure of electronic recordings.

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

- e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- f. Unauthorized instructions to transfer property to any person or to any place.
- g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- h. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

- 3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property wherever located.
- d. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking or expansion as such condition relates to Paragraph (1) or (2).

This Exclusion d. does not apply to the extent that coverage is provided under the Additional Coverage – Collapse or to collapse caused by one or more of the following: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; weight of people or personal property; weight of rain that collects on a roof.

- e. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

1. Valuation – Specifically Declared Items

The following is added to General Condition F. **Valuation** in the Commercial Inland Marine Conditions:

The value of each item of property that is specifically declared and described in the Declarations is the applicable Limit Of Insurance shown in the Declarations for that item.

2. Recoveries

The following is added to Loss Condition H. **Recovered Property** in the Commercial Inland Marine Conditions:

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. If so, your loss or damage will be readjusted based on the amount you received for the property recovered, with allowance for recovery expenses incurred.

3. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

We cover property:

- (1) Within your "premises"; and
- (2) Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.

b. Protection Of Records

Whenever you are not open for business, and except while you are actually using the property, you must keep all "valuable papers and records" in receptacles that are described in the Declarations.

F. Definitions

1. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

2. "Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.
3. "Money" means:
 - a. Currency, coins and banknotes whether or not in current use; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
4. "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 or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue;but does not include "money".

DATA PROCESSING 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 word "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. - Definitions**.

A. COVERAGE

1. We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

a. Covered Property

Covered Property, as used in this Coverage Form, means the following property if a Limit of Insurance is shown in the Declarations for that type of property:

- (1) "Data Processing Equipment";
 - (2) "Computer Programs" And "Media";
- that you own, lease or rent from others, or for which you are legally responsible while at a premises described in the Declarations.

b. Property Not Covered

Covered Property does not include:

- (1) Contraband, or property in the course of illegal transportation or trade;
- (2) Property you rent or lease to others while it's away from the described premises;
- (3) Program supportive documentation such as flow charts, record formats, or narrative descriptions, unless they are converted to "data" form, and then only in that form and only to the extent coverage is provided for "data" in the Additional Coverages;
- (4) A laptop, palmtop, notebook PC, or any portable computer while in transit as checked luggage;
- (5) Stock in trade;
- (6) Copiers, fax machines and their associated equipment;
- (7) Computer equipment used to operate or support production type machinery or equipment;
- (8) "Data" except as provided under the Additional Coverages.

2. Coverage is provided for:

- (a) Business Income And Extra Expense; or
- (b) Extra Expense;

at a premises described in the Declarations when such coverage and a corresponding Limit of Insurance are shown in the Declarations.

a. Business Income

- (1) We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to:

- (a) Covered Property;
- (b) A building or structure at a premises described in the Declarations containing Covered Property if the loss or damage prevents you from using that Covered Property; or
- (c) Air conditioning and power supply systems needed to operate your "data processing equipment" if such loss or damage occurs inside a building or structure at a premises described in the Declarations or within 100 feet of it.

The loss or damage must be caused by or result from a Covered Cause of Loss.

- (2) Business Income means the:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (b) Continuing normal operating expenses incurred, including payroll.

b. Extra Expense

(1) We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to:

- (a) Covered Property while at a premises described in the Declarations;
- (b) A building or structure at a premises described in the Declarations that contains Covered Property, if the loss or damage prevents you from using that Covered Property; or
- (c) The air conditioning and power supply systems needed to operate your "data processing equipment" if such loss or damage occurs inside a building or structure at a premises described in the Declarations or within 100 feet of it.

The loss or damage must be caused by or result from a Covered Cause of Loss.

(2) Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss of or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:

- (a) Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (b) Minimize the "suspension" of business if you cannot continue "operations".

(3) We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes Of Loss

Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is excluded in Section **B. Exclusions**.

4. Additional Coverages

a. Collapse

We will pay for direct loss or damage caused by or resulting from risks of direct physical loss or damage involving collapse of all or part of a building or structure caused by one or more of the following:

- (1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
- (2) Hidden decay;
- (3) Hidden insect or vermin damage;
- (4) Weight of people or personal property;
- (5) Weight of rain that collects on a roof;
- (6) Use of defective materials or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling, or renovation.

b. Fire Extinguishing Systems Discharge

- (1) We will reimburse you for the cost you incur to refill your fire extinguishing protection systems installed to protect your computer operations if they discharge as intended to control loss or damage from a Covered Cause of Loss.
- (2) If you and we agree, you may refill your discharged fire protection equipment with an alternate extinguishing agent. The alternate extinguishing agent must be mutually agreed upon and must be approved by Underwriters Laboratories, Inc. or another nationally recognized testing laboratory. We will not pay for the cost to adapt your extinguishing system to your alternate choice of extinguishing agents.
- (3) We will also pay such cost if the systems discharge accidentally, but not if they discharge during installation, repair, or recharging.
- (4) You must keep the system in proper working order and repair to maintain this Coverage.

c. 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) Debris Removal does not apply to costs to

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

d. Preservation Of Property

(1) 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 or damage to that property:

- (a) While it is being moved or while temporarily stored at another location; and
- (b) Only if the loss or damage occurs during the Policy Period.

You must advise us in writing within ten days after the property is first moved.

(2) We will also pay your expenses to move or store property covered under (1) above. The most we will pay to move or store property in any one occurrence is \$1,000.

e. Pollutant Clean Up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the release, discharge, or dispersal 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.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of

extracting the "pollutants" from the land or water.

The most we will pay for each described premises 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.

f. Duplicate And Backup "Data"

If you store duplicate and backup "data" or "computer programs" on "media" in a separate building at least 100 feet from any described premises and there is no other insurance for such "data" or "computer programs", we will pay for direct physical loss of or damage to the "data", "computer programs" and "media" if caused by or resulting from any Covered Cause of Loss.

The most we will pay for loss or damage under this Additional Coverage is \$50,000.

g. Mechanical And Electrical Breakdown

We will pay, subject to the Breakdown Deductible, for direct physical loss of or damage to Covered Property inside your building if such loss or damage is caused by:

- (1) Mechanical breakdown or machinery breakdown; or
- (2) Short circuit, blowout, or other electrical damage to electrical equipment, apparatus, or devices including wiring, "computer programs" or "media".

We will not pay for loss caused by any change in your electric power supply, such as interruption, power surge or brownout, if the change originates more than 1,000 feet from the building containing your "data processing equipment".

Only with respect to this Additional Coverage, exclusions **2.b.**, **2.f.**, and **2.h.** under Section **B.** do not apply.

h. Fire Protection And Power Supply Equipment

We will pay for direct physical loss of or damage to fire protection and power supply equipment used exclusively with your "data processing equipment" if such loss or damage is caused by or results from a Covered Cause of Loss.

The most we will pay for loss or damage under this Additional Coverage for each described premises in any one occurrence is \$10,000.

i. Incompatible "Data Processing Equipment" And "Media"

In the event of loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss, we will pay your costs to modify or replace undamaged "data processing equipment" if it:

- (1) Was dependent upon the damaged "data processing equipment" prior to the loss or damage; and
- (2) Is not compatible with the "data processing equipment" that replaces the property that sustained the loss or damage.

This Additional Coverage only applies to incompatible "data processing equipment" that is at a premises described in the Declarations.

The most we will pay under this Additional Coverage in any one occurrence is \$10,000.

j. Cyber-Related Loss

- (1) We will pay for:
 - (a) Direct physical loss or damage to Covered Property because of a "cyber event".
 - (b) The cost to replace or restore "data" stored on Covered Property that was destroyed or corrupted because of a "cyber event".

To the extent that "data" is not replaced or restored, loss will be valued at the cost of replacement of the "media" on which the "data" was stored, with blank "media" of substantially identical type.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" due to a "cyber event".
- (3) The most we will pay under this Additional Coverage - Cyber-Related Loss is \$5,000, for all loss or damage sustained and expense incurred in any one policy year, regardless of the number of occurrences of loss or damage, the number of interruptions or the number of premises, locations or computer systems involved. If loss payment on the first occurrence or relating to the first interruption does not exhaust this amount, then the balance is available for subsequent

loss or damage sustained or expense sustained or incurred as a result of subsequent interruptions in but not after that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to an occurrence or interruption which begins in one policy year and continues or results in additional loss, damage or expense in a subsequent policy year(s), all loss, damage or expense is deemed to be sustained in the policy year in which the occurrence or interruption began.

- (4) This Additional Coverage - Cyber-Related Loss does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (3) above has not been exhausted.

k. Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

- (1) The coverage described in (2) and (6) below only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:
 - (a) A "specified cause of loss" other than fire or lightning; or
 - (b) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not, provided that these causes of loss are not otherwise excluded.
- (2) We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Additional Coverage, loss or damage is limited to:
 - (a) Direct physical loss of or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and

- (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
- (3) The coverage described under (2) above is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of:
 - (a) "Specified causes of loss" other than fire or lightning; or
 - (b) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not, provided that these causes of loss are not otherwise excluded;

which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss or damage which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

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

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

- (5) The terms of this Additional Coverage do not increase or reduce the coverage provided under the Additional Coverage - **Collapse** of this Coverage Form.
- (6) The following, (a) or (b), applies only if Coverage for Business Income and/or Extra Expense is provided by this Coverage Form. Coverage applies to the described premises and only if "suspension" of your "operations" satisfies all terms and conditions applicable to these Coverages.
 - (a) If the loss or damage which resulted in "fungus," wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss of or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - (b) If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

I. **Cost To Replace Or Restore "Data"**

We will pay the cost to replace or restore "data" which has been destroyed or corrupted while at a described premises by a Covered Cause of Loss. To the extent that "data" is not replaced or restored, the loss will be valued at the cost of replacement of the "media" on which the "data" was stored, with blank "media" of substantially identical type.

The most we will pay under this Additional Coverage - Cost To Replace Or Restore "Data" is \$5,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences

of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

m. Extended Business Income

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (1) Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (2) Ends on the earlier of:
 - (a) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (b) 30 consecutive days after the date determined in (1) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located. Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

n. Arson, Theft And Vandalism Reward

We will pay a reward for information which leads to an arson, theft or vandalism conviction in connection with a loss covered under this policy. We will base the amount of our reward payment on the value of the information obtained. Our maximum payment for rewards under this Additional Coverage will be \$1,000 for each covered loss regardless of the number of persons who provide information.

6. Coverage Extensions

a. Newly Acquired Equipment And Location Coverage

You may extend the insurance that applies to "data processing equipment" to apply to:

- (1) Newly acquired "data processing equipment" located at:
 - (a) A premises described in the Declarations; or
 - (b) Any new location not described in the Declarations;
- (2) "Data processing equipment" at any new location you occupy not described in the Declarations.

The most we will pay for loss of or damage to property covered under (1)(a) above under this Extension is the least of 25% of the Limit of Insurance shown in the Declarations for "data processing equipment" at the described premises where the newly acquired "data processing equipment" is located or \$250,000. The most we will pay for loss of or damage to property covered under (1)(b) and (2) above under this Extension is \$250,000.

You must report any new equipment to us within 60 days of its acquisition or of moving any "data processing equipment" to a new location for coverage to apply. You agree to pay the additional premium for such equipment from the date you acquired it or any required additional premium if the rate for the new location is different from the old.

b. Property Off Premises

You may extend the insurance provided by this Coverage Form to apply to Covered Property that is away from the described premises, if it is:

- (1) Within the coverage territory; and
- (2) In the course of transit or located at a premises you do not own, lease, operate, or occupy.

The most we will pay in any one occurrence for loss or damage under this Extension is \$15,000.

c. Civil Authority

You may extend any insurance provided for Business Income and Extra Expense to apply under this Civil Authority coverage as described below.

We will pay for your actual loss of Business Income you sustain and Extra Expense you incur because of an order by the Health Department, Police Department, Fire Department, or other civil authority that prohibits access to premises described in the Declarations. The order must be the result of direct physical loss of or damage to property, other than at the described premises, caused by or resulting from a Covered Cause of Loss. This coverage will apply for a period of up to 30 consecutive days from the date of that order.

The excluded causes listed in the Exclusions section of this Coverage Form for Business Income and Extra Expense are also excluded for the coverage in c.

d. Business Income At Newly Acquired Locations

- (1) You may extend any insurance provided for Business Income and Extra Expense to apply to the actual loss of Business Income you sustain and Extra Expense you incur due to direct physical loss of or damage to property at any location you acquire other than fairs or exhibitions.
- (2) The most we will pay under this Extension, for the sum of Business Income and Extra Expense incurred, is \$25,000 at each location.
- (3) The insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (a) This policy expires;
 - (b) 60 days expire after you acquire or begin to construct the property; or
 - (c) You report values to us.

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

B. EXCLUSIONS

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. 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.

d. Pollution

- (1) Release, discharge, or dispersal of "pollutants";
- (2) Removal, disposal, decontamination, or replacement of insured property which has been contaminated by "pollutants" and by law or civil authority must be restored, disposed of, or decontaminated;

except as provided in the Additional Coverage for Pollutant Clean Up or Removal.

e. "Fungus", Wet Rot, Dry Rot And Bacteria

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

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

This exclusion does not apply:

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

The Exclusions in Section B. Paragraph 1. above apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- a. Delay, loss of use, loss of market.
- b. Mechanical breakdown, failure, changes in the arrangement of machine parts, error, omission, or deficiency in design, specifications, materials, or workmanship, except as provided in the Additional Coverage for Mechanical And Electrical Breakdown. But if a fire or explosion results, we will pay for loss or damage caused by the fire or explosion.
- c. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.
- d. Unauthorized instructions to transfer property to any person or to any place.
- e. Corrosion, rust, or changes in humidity or temperature unless as the direct result of loss of or damage to the data processing system's air conditioning system caused by a Covered Cause of Loss.
- f. Processing or work upon the property, except as provided in the Additional Coverage for Mechanical And Electrical Breakdown.

But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered under this Coverage Form.

- g. Dishonest or criminal acts committed by:
 - (1) You, any of your partners, your employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to covered property that is entrusted to others who are carriers for hire.

This exclusion does not apply to acts of destruction by your employees (including temporary or leased employees); but theft by employees (including temporary or leased employees) is not covered. However, coverage for acts of destruction by your employees (including temporary or leased employees) that cause or result in

"cyber event" is limited to that provided in the Additional Coverage for Cyber-Related Loss.

- h. Electricity, other than lightning, which causes damage to electrical equipment or wiring, except as provided in the Additional Coverage for Mechanical And Electrical Breakdown. But if a fire results, we will pay for loss caused by the fire.
 - i. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
 - j. "Cyber event" except as provided in the Additional Coverage for Cyber-Related Loss.
3. The following provisions apply only to Business Income Coverage and Extra Expense Coverage.

We will not pay for:

- a. Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs outside of a building or structure at a premises described in the Declarations containing Covered Property.

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

- b. Any increase in loss caused by or resulting from:
 - (1) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (2) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration".
- c. Any Extra Expense or Business Income loss caused by:
 - (1) Programming errors or incorrect instructions.
 - (2) Any law governing the construction, repair, or demolition of buildings or other structures.
- d. Loss arising from computer servers located away from the described premises.
- e. Any other consequential loss.

4. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.
 - c. Faulty, inadequate, or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation, or remodeling; or
 - (4) Maintenance;
 of part or all of any property wherever located.
 - d. Collapse, except as provided in the Additional Coverage for Collapse.
 - e. Wear and tear, gradual deterioration, depreciation, obsolescence, hidden or latent defect, any quality in the property that causes it to damage or destroy itself, insects, vermin or rodents.
 - b. Collapse;
 - c. Incompatible "Data Processing Equipment" and "Media";
 - d. Cyber-Related Loss;
 - e. Extended Business Income;
 - f. Mechanical And Electrical Breakdown;
 - g. Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria; or
 - h. Debris Removal; but if the sum of direct physical loss and debris removal expense exceeds the Limit of Insurance we will pay up to an additional \$5,000 for each described premises in any one occurrence under the Debris Removal Additional Coverage.
4. If the Declarations page shows a Limit of Insurance for an Additional Coverage or Coverage Extension that is higher than the limit stated in the Additional Coverage or Coverage Extension, that higher limit will apply.

D. DEDUCTIBLE

1. We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss in excess of that Deductible, up to the applicable Limits of Insurance.
2. Any claim for loss or damage made under the Additional Coverage Mechanical And Electrical Breakdown is subject to the Breakdown Deductible shown in the Declarations.
3. Any theft of "portable personal computers" is subject to the Portable Personal Computer Deductible shown in the Declarations. If no such deductible is shown, the Data Processing Coverage Deductible applies.
When loss or damage from theft in any one occurrence involves more than one "portable personal computer" and a Portable Personal Computer Deductible is shown in the Declarations, that deductible will be applied to each "portable personal computer".
4. Any claim for Business Income loss is subject to either the Waiting Period or Deductible for Business Income as shown in the Declarations.

E. DATA PROCESSING CONDITIONS

1. The Common Policy Conditions apply to this Coverage Form.
2. The Commercial Inland Marine Conditions apply to this Coverage Form subject to the following:

C. LIMITS OF INSURANCE

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.
2. The limits applicable to the Coverage Extensions:
 - a. Newly Acquired Equipment And Location Coverage; and
 - b. Property Off Premises;
 and the following Additional Coverages:
 - a. Pollutant Clean Up And Removal;
 - b. Fire Extinguishing Systems Discharge;
 - c. Duplicate And Backup "Data";
 - d. Fire Protection And Power Supply Equipment;
 - e. Cost To Replace Or Restore "Data"; and
 - f. Arson, Theft And Vandalism Reward;
 are in addition to the Limits of Insurance.
3. Payments under the Civil Authority Coverage Extension and Business Income At Newly Acquired Locations Coverage Extension and the following Additional Coverages will not increase the applicable Limit of Insurance:
 - a. Preservation Of Property;

a. Under **Loss Conditions:**

(1) The following is added to Duties In The Event Of Loss:

If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

(2) The following is added:

Business Income Loss Determination

(a) The amount of Business Income loss will be determined based on:

- (i) The Net Income of the business before the direct physical loss or damage occurred;
- (ii) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (iii) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (iv) Other relevant sources of information, including:
 - (aa) Your financial records and accounting procedures;
 - (bb) Bills, invoices and other vouchers; and
 - (cc) Deeds, liens or contracts.

(b) The amount of Extra Expense will be determined based on:

- (i) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (aa) The salvage value that remains of any property bought for temporary use during the "period of

restoration", once "operations" are resumed; and

- (bb) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

- (ii) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

(c) **Resumption Of Operations**

We will reduce the amount of your:

- (i) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (ii) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- (d) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(3) The following is added:

Additional Loss Payment Provisions

In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (a) Pay the value of lost or damaged property as determined in the **General Condition, Valuation** below;
- (b) Pay the cost of repairing or replacing the lost or damaged property;
- (c) Take all or any part of the property at an agreed or appraised value; or
- (d) Repair, rebuild, or replace the property with other property of like kind and quality.

- (4) **Other Insurance** is replaced by the following:

Other Insurance

- (a) If there is other insurance available to cover the same loss as the insurance under this Coverage Form what we will pay depends on what property is involved and what type of other insurance exists. In any event the amount of our deductible will be taken from our payment and our maximum payment will be the limit in our Declarations.

(b) **Other Data Processing Insurance**

If other data processing insurance covers loss of or damage to "data processing equipment", "computer programs", "data" or "media" and the loss or damage is also covered under this Coverage Form, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

(c) **Other Property Insurance**

If insurance other than data processing insurance covers loss of or damage to "data processing equipment", "computer programs", "data" or "media" and the loss or damage is also covered under this Coverage Form, this Coverage Form is primary insurance. This means we will pay your covered loss up to the limit of coverage that applies. Any loss over that limit will be the responsibility of the other insurance.

(d) **Other Business Income Or Extra Expense Insurance**

If any other insurance covers any Business Income or Extra Expense that is also covered under this Coverage Form, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

b. Under **General Conditions**:

- (1) **Policy Period** is replaced by the following:

Policy Period, Coverage Territory

1. We cover loss or damage commencing during the Policy Period shown in the Declarations and within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

- (2) **Valuation** is replaced by the following:

Valuation

1. In the event of loss of or damage to "data processing equipment", valuation will be determined as of the time of loss or damage on one of the following bases as noted in the Declarations:
 - a. Actual cash value of that property;
 - b. Replacement cost, meaning the cost of repairing or replacing the property with material of the same kind and quality, but not more than the limit of coverage that applies to the equipment; or
 - c. Upgraded value, meaning the cost of replacing destroyed equipment with equipment which can perform the same function as the destroyed equipment, but has greater processing ability. The following conditions apply for upgraded value:
 - (1) You must give us a list of equipment including:
 - (a) A description and current replacement cost for each piece of insured equipment which you plan to upgrade; and
 - (b) The description and current cost for each upgraded item.
 - (2) There must be a total loss of the currently insured equipment. For partial loss we will pay for the equipment on a replacement cost basis as explained in b. above.

- (3) We will not pay you more than the least of the following:
 - (a) The amount you actually spend to replace the current item;
 - (b) The amount you showed as the current cost of the upgraded item on the latest list you gave to us; or
 - (c) The limit of coverage that applies to the equipment.
 - (4) We will not pay on an upgraded value basis until you have purchased the upgraded item and given us the description and current cost of the upgraded item. Before that we will pay for the equipment on a replacement cost basis as explained in **b.** above.
 2. In the event of loss of or damage to "computer programs", "data" or "media", valuation of "computer programs" and "data" will be determined based on the actual cost of replacement or restoration of such "data" or "computer programs" provided you actually do replace or restore the "data" or "computer programs" and valuation of "media" will be determined based on the cost to repair or replace the "media" with substantially identical property; otherwise on the value of the blank "media" on which the "data" and "computer programs" are recorded.

3. Additional Conditions

The following Additional Conditions also apply to this Coverage Form:

a. Coinsurance

The Coinsurance percentage shown in the Declarations helps determine how much we will pay for loss of or damage to covered "data processing equipment".

The value of covered "data processing equipment" is to be determined on either an actual cash value, replacement cost, or upgraded value basis as shown in the Declarations.

We will not pay the full amount of any loss if the value of covered "data processing equipment" at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the covered "data processing equipment".

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of covered "data processing equipment" at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the covered "data processing equipment" by the figure determined in step (1);
- (3) Multiply the total amount of the covered loss, before the application of any deductible, by the figure determined in step (2); and
- (4) Subtract the deductible from the figure determined in step (3).

We will pay the amount determined in step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example: (50% Coinsurance Penalty)

- Data Processing Equipment value at time of loss is \$100,000
- The Coinsurance percentage is 80%
- Limit of Insurance is \$40,000
- Deductible amount is \$100
- Amount of loss is \$10,000

Step (1): $\$100,000 \times 80\% = \$80,000$

Step (2): $\$40,000 \div \$80,000 = .50$

Step (3): $\$10,000 \times .50 = \$5,000$

Step (4): $\$5,000 - \$100 = \$4,900$

To receive full payment, except for the deductible, the insured would have to maintain a Limit of Insurance of at least \$80,000.

b. Liberalization

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

F. DEFINITIONS

1. "Computer programs" means operating system code or software applications whether owned by you or licensed to you and used in your business.

2. "Cyber event" means unauthorized intrusion into Covered Property by:
 - a. Virus, electronic mail, harmful code or other similar instruction designed to damage, destroy, distort, contaminate, delete, erase, corrupt, alter, modify, deface, degrade, disrupt, deny access or deny service; or
 - b. Unauthorized copying, scanning, viewing or use.
 3. "Data" means electronic files and information stored on "media" or "data processing equipment" owned by you or licensed to you and used in your business.
 4. "Data processing equipment" means:
 - a. Programmable electronic computer hardware and their equipment, including a network of such equipment, that is used to store, retrieve and process "data";
 - b. Associated peripheral computer equipment that provide communication or data transmission functions, or input and output functions such as printing, scanning, imaging, or copying;
 - c. The air conditioning equipment used exclusively with your computer operations; and
 - d. "Portable personal computers".
 5. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
 6. "Media" means tapes, disks, drums, film, cells and cards which are used with electronically controlled equipment.
 7. "Operations" means your business activities occurring at the described premises.
 8. "Period of restoration" means the period of time that :
 - a. Begins:
 - (1) 72 hours (or the revised number of hours shown in the Declarations) 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:
- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".
- The expiration date of this policy will not cut short the "period of restoration".
9. "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.
 10. "Portable personal computers" means laptop, palmtop or notebook style personal computers and their associated devices and accessories.
 11. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 12. "Suspension" means the slowdown or cessation of your business activities.

FINE ARTS FLOATER COVERAGE FORM

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

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

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

A. SCHEDULE

Limit of Insurance		Locations Covered		
\$		SEE DECLARATION		
Description of Property		Title of Article	Artist or Maker	Amount of Insurance
Deductible:				

B. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss unless an Exclusion applies.

- 1. Covered Property**, as used in this Coverage Form, means:

Fine arts specified in the Schedule in this form, being your fine arts or the fine arts of others in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Contraband, or property in the course of illegal transportation or trade;
- b. Watercraft and aircraft; plans, blue-prints, designs or specifications;

- c. Insured property while waterborne except while on a regular ferry line or unless otherwise endorsed on.

However, loss to such property caused by fire would be covered.

3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

4. Additional Coverage - Collapse

We will pay for direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; all only as covered in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

C. EXCLUSIONS

1. We will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
 - a. **Governmental Action**
Seizure or destruction of property by order of governmental authority.
But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.
 - b. **Nuclear Hazard**
 - (1) Any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.
 - c. **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.
2. We will not pay for a "loss" caused by or resulting from any of the following:
 - a. Delay, loss of market, or loss of use.
 - b. Bankruptcy, foreclosure or similar proceedings.
 - c. Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.
But this exclusion does not apply to a carrier for hire.
 - d. Any repairing or process involving restoration or retouching of Covered Property.
 - e. Breakage, marring or scratching of art glass windows; marbles or statuary; glassware; bric-a-brac or porcelains; and other similar fragile articles unless caused by:
 - (1) Fire or lightning;
 - (2) explosion;
 - (3) windstorm, cyclone or tornado;
 - (4) earthquake or flood;
 - (5) theft or attempted theft;
 - (6) aircraft;
 - (7) collision, derailment or overturn of conveyance; and
 - (8) malicious damage.
3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;
of part or all of any property wherever located.

- d. Collapse except as provided in the Additional Coverage - Collapse section of this Coverage Form.
- e. Gradual deterioration; hidden or latent defect; any quality in the property that causes it to damage or destroy itself; insects, vermin or rodents; corrosion; rust; dampness; cold or heat.

D. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Schedule in this Coverage Form.

E. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Schedule in this form. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

We cover property wherever located within or between:

- a. The United States of America;
- b. Puerto Rico; and
- c. Canada.

2. Packing

If packing and unpacking is necessary for shipment or transportation of Covered Property, you agree to supervise packing operations or have the Covered Property packed and unpacked by competent packers.

3. Condition of Property

All Covered Property must be in sound condition at the time it becomes insured.

4. Scheduled Property

Each item which is scheduled in this form is considered to be separately insured.

5. Waiver of Subrogation

You may not agree to release or impair any of your rights against any party to recover the full amount of any "loss" covered under this policy. This cannot be done either before or after the "loss."

However, this restriction will not apply to an agreement you make in your contract(s) to perform work.

6. Valuation

We shall not be liable for more than the amount you stated in the Schedule of this Coverage Form. These amounts are the agreed values of your articles for the purposes of this insurance.

7. Exhibition

Covered Property is not covered while located on fairgrounds or on the premises of any national or international exposition unless you have specifically described such premises in the Schedule of this Coverage Form or endorsed them onto your policy at a date after this policy takes effect.

G. EXTENSION OF COVERAGE

1. After this policy takes effect, we will consider additional items which you acquire during the term of this policy as Covered Property if the following conditions are met:
 - a. The items must be similar in nature to those in the Schedule in this form.
 - b. The items must be your property or the property of others in your care, custody, or control.
 - c. You must report such items within ninety (90) days from the date acquired and pay a premium on them at pro rata of the policy rate from that date.
2. Under this extension we will not pay more than the actual cash value of the Covered Property. The most we will pay under this extension is 25% of the total Limit of Insurance shown on the Schedule in this form or \$25,000, whichever is less.

H. DEFINITIONS

"Loss" means accidental loss or damage.

LIBRARY PROPERTY FLOATER COVERAGE FORM

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

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

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

SCHEDULE

A. DESCRIPTION

Item 1.	
LOCATION ADDRESS No. 1. SEE DECLARATION _____ _____ No. 2. _____ _____ No. 3. _____ _____	BLANKET LIMIT OF INSURANCE \$ _____ (Applicable For All Listed Locations) DESCRIPTION OF PROPERTY As stated in Items 2., 3. and 4. below.
Item 2. CATEGORY OF PROPERTY	AMOUNT EACH ITEM
<u>CIRCULATION/REFERENCE MATERIAL</u> Adult Fiction Adult Non-Fiction Juvenile Materials Reference Books Periodicals (bound) Bound documents Unbound documents Newspapers before 1865 Newspapers 1865 to date Micro-Cards (includes all forms of micro print) Audio Books Tape Recordings Sheet Music Phonograph Records Pamphlets Compact Discs Digital Video Discs Blu-ray Discs	\$per volume \$ per volume \$per volume \$per volume \$per volume \$per volume \$per volume \$per issue (per volume) \$per issue (per volume) \$per unit \$each \$each \$per sheet \$per record \$per piece \$per disc \$per disc \$per disc
Item 3.	See Supplemental Declarations for manuscripts, rare books and special collection materials.
Item 4.	See Supplemental Declarations for pictures, paintings, sculpture or other fine arts.
Item 5. INVENTORY RECORDS	LIMITS OF INSURANCE Either \$50,000 each described location OR the Revised Limit shown below. REVISED LIMIT OF INSURANCE: Location No. 1. \$ _____ Location No. 2. \$ _____ Location No. 3. \$ _____
DEDUCTIBLE \$ _____	

B. COVERAGE

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property, as used in this Coverage Form means property described in the Schedule of this Coverage Form which is your property or property of others in your care, custody, or control and is usual or incidental to the existence or operation of your library.

2. Property Not Covered

Covered Property does not include:

- a. Property not specifically declared and described in the Declarations if such property cannot be replaced with other property of like kind and quality;
- b. Accounts, bills, currency, deeds, evidences of debt, money, notes or securities;
- c. Aircraft, motor vehicles, and trailers;
- d. Property in storage away from the "premises" shown in the Schedule above; or
- e. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverages

a. Collapse

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 contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:

- (1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the

presence of such damage is known to an insured prior to collapse;

- (4) Weight of people or personal property;
- (5) Weight of rain that collects on a roof;
- (6) Use of defective materials 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 (1) through (6), 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.

This Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations.

b. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expenses 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 date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

(4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no coinsurance penalty.

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 - \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
(\$10,000 is 20% of \$50,000)	

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 - \$500)
Debris Removal Expense	\$ 30,000
Debris Removal Expense Payable	
	Basic Amount \$ 10,500
	Additional Amount \$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

c. 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 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.

d. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

The limit for this Additional Coverage is in addition to the Limit of Insurance.

e. Inventory Records - Cost of Research

We will pay, at each described location, for costs you incur to research, replace or restore the lost information on lost or damaged Inventory Records shown in Item 5. of the Schedule above, caused by a Covered Cause Of Loss for which duplicate Inventory Records do not exist. Our maximum limit at any described location is \$50,000 unless a Revised Limit of Insurance is shown in Item 5. of the Schedule above.

f. Newly Acquired Property

We will cover circulation/reference material that you newly acquire during the policy period, for up to 30 days, but not beyond the end of the policy period.

The most we will pay for loss or damage under this Additional Coverage is the lesser of:

- a. 10% of the Blanket Limit of Insurance shown in the Schedule above; or
- b. \$10,000.

You will report such property within 30 days from the date acquired and pay any additional premium that is due. If you do not report that property to us, coverage will end automatically 30 days after the date you acquire the property or at the end of the policy period, whichever occurs first.

C. 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. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

(1) Any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. 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.

d. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5) results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

Exclusions **C.1.a.** through **C.1.d.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Dishonest or criminal act committed by:
 - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;

- (2) A manager or a member if you are a limited liability company;
- (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- b. Artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

But if artificially generated current, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

- c. Unexplained disappearance.
- d. Voluntary parting with any property by you or anyone entrusted with the property if induced to so by any fraudulent scheme, trick, device, or false pretense.
- e. Unauthorized instructions to transfer property to any person or to any place.
- f. Processing or work upon the property.

But if processing or work upon the property results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.
- g. Carelessness or rough handling or disregard of reasonable precautions by you or your employees.
- h. Failure of any borrower or renter to return the property to you.
- i. Electrical or magnetic injury, disturbance or erasure of electronic recordings.

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

3. We will not pay for loss or damage that depends on an audit of records or an inventory computation to prove its factual existence.

But this does not prohibit the use of these procedures to support the determination of loss or damage that we would otherwise pay.

4. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation, or remodeling; or
 - (4) Maintenance;of part or all of any property wherever located.
- d. Collapse except as provided in the Additional Coverage - Collapse section of this Coverage Form.
- e. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, mechanical breakdown, insects, vermin, rodents, corrosion, rust, dampness, cold, or heat.

D. LIMITS OF INSURANCE

1. Blanket Limit of Insurance

The most we will pay for all loss or damage in any one occurrence is the Blanket Limit of Insurance shown in the Schedule above, subject to the Amount for each item in a category of property shown in Items 2., 3. and 4. of the Schedule above.

2. Automatic Increase in Insurance

The Limit shown in Item 1. and the Amount shown for a category of property in Item 2. of the Schedule above will automatically increase by 1% at the end of each three month period during the policy period.

3. Transit

The most we will pay for property in transit, including property in bookmobiles, is 10% of the Limit shown in Item 1. of the Schedule above.

4. Additional Coverages

The limits applicable to the Additional Coverages for Pollutant Clean Up and Removal, Inventory Records - Cost of Research and Newly Acquired Property are in addition to the Blanket Limit of Insurance. Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance.

E. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Form. We will then pay the amount of the adjusted loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

We cover property:

- a. Within your "premises;" and
- b. Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
 - (1) The United States of America;
 - (2) Puerto Rico; and
 - (3) Canada.

2. Reporting of Values

You agree to report to us at the inception date of this coverage and thereafter, as requested, the current value of all property described in Items 2., 3. and 4. of the Schedule above.

3. Valuation - Specifically Declared Items

The following is added to Commercial Inland Marine General Condition E. Valuation.

The value of each item of property that is specifically declared and described in the Schedule is the applicable Limit of Insurance shown in the Schedule for that item.

G. DEFINITIONS

1. **"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.

2. **"Premises"** means that interior portion of the building at the address shown in the Declarations that you occupy for your library. It also includes any bookdrop you have erected within 100 feet of the building that you occupy as your library with contents of the bookdrop subject to **B. 3.**, Covered Causes of Loss of this Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MECHANICAL AND ELECTRICAL BREAKDOWN REDEFINED

This endorsement modifies insurance provided under the following:

DATA PROCESSING COVERAGE FORM

Additional Coverage Mechanical And Electrical Breakdown is replaced by the following:

Mechanical And Electrical Breakdown

1. We will pay, subject to the Breakdown Deductible, for direct physical loss or damage caused by "equipment breakdown" to Covered Property inside your building.

We will not pay for loss caused by any change in your electrical power supply, such as interruption, power surge or brown-out, if the change originates more than 1,000 feet from the building containing your "data processing equipment".

2. As respects this Additional Coverage:

- a. "Equipment breakdown" means:

- (1) Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- (2) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

- b. "Equipment breakdown" does not mean:

- (1) Any actual or alleged failure, malfunction or inadequacy of:
 - (a) Any of the following, whether belonging to the insured or to others:
 - (i) Computer hardware, including microprocessors;
 - (ii) Computer application software or other electronic media and records;

- (iii) Computer operating systems and related software;

- (iv) Computer networks;

- (v) Microprocessors (computer chips) not part of any computer system; or

- (vi) Any other computerized or electronic equipment or components; or

- (b) Any other products, and any services, data or functions; whether belonging to or provided by the insured or others; that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph 2.b.(1)(a) above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize dates in or after the year 2000.

- (2) Your, or anyone on your behalf, providing or failing to provide advice, consultation, design, evaluation, inspection, installation, maintenance, repair, modification, replacement or supervision for the purpose of:

- (a) Defining, correcting or testing for any potential or actual problem described in paragraph 2.b.(1) above; or

- (b) Correcting any deficiencies or changing any features of any items described in paragraph 2.b.(1) above.

3. As respects this Additional Coverage, Exclusions 2.b., 2.f. and 2.h. do not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINE ARTS BREAKAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

FINE ARTS FLOATER COVERAGE FORM (8-E-1461)

It is agreed that:

Section **C. Exclusions**, Part **2.e.** is deleted and replaced by the following:

- e.** Marring or scratching of art glass windows; marbles or statuary; glassware; bric-a-brac or porcelains; and other similar fragile articles unless caused by:
 - (1)** Fire or lightning;
 - (2)** explosion;
 - (3)** windstorm, cyclone or tornado;
 - (4)** earthquake or flood;
 - (5)** theft or attempted theft;
 - (6)** aircraft;
 - (7)** collision, derailment or overturn of conveyance; and
 - (8)** malicious damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FREEZING - FREEZE-DRYING

This endorsement modifies insurance provided under the following:

LIBRARY PROPERTY FLOATER COVERAGE FORM

We agree that the provisions of COMMERCIAL INLAND MARINE LOSS CONDITION **C.4.** concerning your duties in the event of "loss" in protecting Covered Property from further damage include all reasonable measures including freezing, freeze-drying or similar methods.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - DATA PROCESSING COVERAGE FORM

This endorsement modifies insurance provided under the following:

DATA PROCESSING COVERAGE FORM

- A.** Under Paragraph 1. of Section **B. - Exclusions**, the **Pollution** exclusion is replaced by the following:

Pollution

- (1) Release, discharge, or dispersal of "pollutants";
- (2) Removal, disposal, decontamination, or replacement of insured property which has been contaminated by "pollutants" and by law or civil authority must be restored, disposed of, or decontaminated;

except as provided in the Additional Coverage for Pollutant Clean Up or Removal.

However, this exclusion does not apply to damage caused by heat, smoke or fumes from a hostile fire. As used in this Coverage Form, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- B.** Under Paragraph 2. of Section **E. - Data Processing Conditions, Other Insurance** is replaced by the following:

If there is other Data Processing, Property, Business Income or Extra Expense insurance available to cover the same loss as the insurance under this Coverage Form, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the total Limits of Insurance of all insurance covering the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTH MOVEMENT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

If your policy includes an **Earth Movement** exclusion, this Earth Movement exclusion applies regardless of whether the earth movement is caused by an act of nature or is otherwise caused.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – INTENTIONAL ACTS

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

The following exclusion is added:

- A.** We will not pay for loss or damage arising out of any act committed:
 - 1.** By or at the direction of any insured; and
 - 2.** With the intent to cause a loss.
- B.** However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:
 - 1.** The loss arose out of a pattern of criminal domestic violence; and
 - 2.** The perpetrator of the loss is criminally prosecuted for the act causing the loss.
- C.** If we pay a claim pursuant to Paragraph **B.**, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – ARTIFICIALLY GENERATED CURRENT EXCLUSION

This endorsement modifies insurance provided under the following:

CAMERA AND MUSICAL INSTRUMENT DEALERS COVERAGE FORM
EQUIPMENT DEALERS COVERAGE FORM
FLOOR PLAN COVERAGE FORM
PHYSICIANS AND SURGEONS EQUIPMENT COVERAGE FORM
SIGNS COVERAGE FORM
THEATRICAL PROPERTY COVERAGE FORM

A. The exclusion set forth in:

- Paragraph **B.2.h.** of the Camera And Musical Instrument Dealers Coverage Form and the Theatrical Property Coverage Form;
- Paragraph **B.2.f.** of the Equipment Dealers Coverage Form;
- Paragraph **B.2.e.** of the Physicians And Surgeons Equipment Coverage Form; and
- Paragraph **B.2.d.** of the Floor Plan Coverage Form;

is replaced by the following:

Artificially generated current creating a short circuit or other electric disturbance within an article covered under this coverage form.

But if artificially generated current, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this coverage form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

B. In the Signs Coverage Form, Exclusion **B.2.d. is replaced by the following:**

- d.** Artificially generated current creating a short circuit or other electric disturbance within an article covered under this coverage form.

But if artificially generated current, as described above, results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this coverage form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cancellation (Common Policy Conditions) is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.
- 2.a. We may cancel this Policy by mailing to you written notice stating the reason for cancellation at your last mailing address known to us. Proof of mailing will be sufficient proof of notice.
- b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
- c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the Policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the Policy has been in effect for more than 60 days.
3. If this Policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The Policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the Policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

f. A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the insurance laws of this State.

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 will be less than pro rata. The cancellation will be effective even if we have not offered a refund.
6. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known, and to the lienholder listed on the Policy.

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

Nonrenewal

If we decide not to renew or continue this Policy, we will mail you written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known, and to the lienholder listed on the Policy. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

C. General Condition **C. Legal Action Against Us** in the Commercial Inland Marine Conditions is replaced by the following:

C. Legal Action Against Us

No one may bring a legal action against us:

1. Until there has been full compliance with all terms of this Coverage Part; and

2. More than two years after you first have knowledge of the direct loss or damage. But we will extend this two year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.



GRAPHIC ARTS MUTUAL INSURANCE CO.
180 GENESEE STREET
NEW HARTFORD, NY 13413

W0194
COOK & KOCHER INS GR INC
300 S NW HIGHWAY, #208
PARK RIDGE, IL 60068
(847)692-9200

POLICY NUMBER: CPP 4816743

NAMED INSURED: NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

MAILING ADDRESS: 2400 S. DES PLAINES AVE
NORTH RIVERSIDE, IL 60546
FORM OF BUSINESS: NOT FOR PROFIT ORGANIZATION

BUSINESS DESCRIPTION: LIBRARIES

POLICY PERIOD: FROM 01-15-2023 TO 01-15-2024 12:01 A.M. at your address shown above.

COMMERCIAL CRIME COVERAGE PART DECLARATIONS

The Commercial Crime Coverage Part consists of this Declarations form and the Commercial Crime Coverage Form.

Coverage Is Written:

☒ Primary ☐ Excess ☐ Coindemnity ☐ Concurrent

EMPLOYEE BENEFIT PLAN(S) INCLUDED AS NAMED INSURED(S):

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES:

INSURING AGREEMENTS	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	PREMIUM
	Per Occurrence	Per Occurrence	
1. Employee Theft	Not Covered	Not Covered	
2. Forgery Or Alteration	Not Covered	Not Covered	
3. Inside The Premises - Theft Of Money And Securities	Not Covered	Not Covered	
4. Inside The Premises - Robbery Or Safe Burglary Of Other Property	Not Covered	Not Covered	
5. Outside The Premises	Not Covered	Not Covered	
6. Computer And Funds Transfer Fraud	Not Covered	Not Covered	
7. Money Orders And Counterfeit Paper Currency	Not Covered	Not Covered	

If Added by Endorsement, Insuring Agreement(s):

Library Protector

SEE FORM

SEE FORM

\$125

Total \$125

Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this policy are deleted.

CANCELLATION OF PRIOR INSURANCE: By acceptance of this Policy, you give us notice cancelling prior policy Nos. _____

the cancellation to be effective at the time this Coverage Part becomes effective.

COUNTERSIGNED _____

(Date)

BY: _____

Shannon C Peck
(Authorized Representative)

COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.k. or E.1.l., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.g.:

1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside The Premises – Theft Of Money And Securities

We will pay for:

a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or

(2) Resulting directly from disappearance or destruction.

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

4. Inside The Premises – Robbery Or Safe Burglary Of Other Property

We will pay for:

a. Loss of or damage to "other property":

(1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

5. Outside The Premises

We will pay for:

- a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

6. Computer And Funds Transfer Fraud

a. We will pay for:

- (1) Loss resulting directly from a fraudulent:
 - (a) Entry of "electronic data" or "computer program" into; or
 - (b) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **6.a.(1)(a)** and **6.a.(1)(b)**:

 - (i) "Money", "securities" or "other property" to be transferred, paid or delivered; or
 - (ii) Your account at a "financial institution" to be debited or deleted.
- (2) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.

- b. As used in Paragraph **6.a.(1)**, fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

7. Money Orders And Counterfeit Money

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

- a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This insurance does not cover:

a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members";

whether acting alone or in collusion with other persons.

b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed By Your Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;
except when covered under Insuring Agreement **A.1.**

d. Confidential Or Personal Information

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information; or
- (2) The disclosure of your confidential or personal information. However, this Paragraph **1.d.(2)** does not apply to loss otherwise covered under this insurance that results directly from the use of your confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

g. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

h. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.2.**

i. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of 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.

k. Virtual Currency

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

l. War And Military Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Insuring Agreement A.1. does not cover:

a. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

b. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

c. Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

3. Insuring Agreements A.3., A.4. and A.5. do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

(1) Loss of or damage to "money" and "securities"; and

(2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss 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.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat including, but not limited to:

(i) A threat to do bodily harm to any person;

(ii) A threat to do damage to any property;

(iii) A threat to introduce a denial of service attack into any "computer system";

(iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system";

(v) A threat to contaminate, pollute or render substandard your products or goods; or

(vi) A threat to disseminate, divulge or utilize:

i. Your confidential information;

ii. Confidential or personal information of another person or organization; or

iii. Weaknesses in the source code within any "computer system".

(2) However, this exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.6. does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or
- (2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Insuring Agreement **A.6.b.**

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

- (1) Transfer, pay or deliver "money", "securities" or "other property"; or

(2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.6.a.(2)** or **A.6.b.**

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

E. Conditions

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

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

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

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

c. Consolidation – Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

d. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

e. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and

- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

f. Employee Benefit Plans

The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**, subject to the following:

- (1) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator is responsible for selecting a Limit of Insurance for Insuring Agreement **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.

- (2) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (3) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

- (4) If two or more Plans are insured under this insurance, any payment we make for loss:

- (a) Sustained by two or more Plans; or
- (b) Of commingled "money", "securities" or "other property" of two or more Plans;

resulting directly from an "occurrence", will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.

- (5) The Deductible Amount applicable to Insuring Agreement **A.1.** does not apply to loss sustained by any Plan.

g. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- (1) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

h. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured, or partner, "member", "manager", officer, director or trustee of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
 - (a) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
 - (b) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

- (6) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan" for loss sustained by that Plan, shall fully release us on account of such loss.

i. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within two years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

j. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

k. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

(3) In settling loss under Paragraphs k.(1) and k.(2):

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

(4) The following examples demonstrate how we will settle losses subject to this condition:

Example Number 1

The Insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

Policy A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Policy B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Settlement Of Loss

The amount of loss sustained under Policy **A** is \$2,500 and under Policy **B**, \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy **A**. The Policy **A** Deductible Amount of \$5,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy **A** (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
- (b) The remaining amount of loss sustained under Policy **B** (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy **A** of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

Example Number 2

The Insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

Policy A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

Policy B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

Settlement Of Loss

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B**, \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy **B**. The Policy **A** Deductible Amount of \$10,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy **A** (\$175,000) is settled first. The amount we will pay is the Policy **A** Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000, which is greater than the \$125,000 policy limit.
- (b) The remaining amount of loss sustained under Policy **B** (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy **B** limit - \$125,000 paid under Policy **A** = \$25,000).

The most we will pay for this loss is \$150,000.

Example Number 3

The Insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A**, **B**, **C** and **D**.

Policy A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

Policy B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

Policy C

Issued prior to Policy **B**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

Policy D

Issued prior to Policy **C**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

Settlement Of Loss

The amount of loss sustained under Policy **A** is \$350,000; under Policy **B**, \$250,000; under Policy **C**, \$600,000; and under Policy **D**, \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy **A**. The Policy **A** Deductible Amount of \$100,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy **A** (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
- (b) The amount of loss sustained under Policy **B** (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
- (c) The amount of loss sustained under Policy **C** (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
- (d) We will not make any further payment under Policy **D**, as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy **A** has been satisfied.

The most we will pay for this loss is \$1,000,000.

I. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:
 - (a) This insurance became effective at the time of cancellation of the prior insurance; and
 - (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

(2) In settling loss subject to this condition:

- (a)** The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
- (b)** We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.

(3) The insurance provided under this condition is subject to the following:

- (a)** If loss covered under this condition is also partially covered under Condition **E.1.k.**, the amount recoverable under this condition is part of, not in addition to, the amount recoverable under Condition **E.1.k.**
- (b)** For loss covered under this condition that is not subject to Paragraph **I.(3)(a)**, the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
 - (i)** This insurance as of its effective date; or
 - (ii)** The prior cancelled insurance had it remained in effect.

m. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

- (a)** You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

- (b)** You have other insurance covering the same loss other than that described in Paragraph **m.(1)(a)**, we will only pay for the amount of loss that exceeds:

- (i)** The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
- (ii)** The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

- (a)** When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.
- (b)** However, if loss covered under this insurance is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

n. Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property:

- (1)** That you own or lease;
- (2)** That is held by you in any capacity; or
- (3)** For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

o. Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

p. Recoveries

- (1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or by you, shall be applied net of the expense of such recovery:
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
 - (c) Third, to you in satisfaction of any Deductible Amount; and
 - (d) Fourth, to you in satisfaction of any loss not covered under this insurance.
- (2) Recoveries do not include any recovery:
 - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (b) Of original "securities" after duplicates of them have been issued.

q. Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

r. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

s. Valuation – Settlement

The value of any loss for purposes of coverage under this insurance shall be determined as follows:

(1) Money

Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

- (a) At face value in the "money" issued by that country; or

- (b) In the United States of America dollar equivalent, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".

(2) Securities

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (a) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (i) Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - (ii) Limit of Insurance applicable to the "securities".

(3) Property Other Than Money And Securities

- (a) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

- (b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph **s.(3)(a)**:

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- (c) We will, at your option, pay for loss or damage to such property:
 - (i) In the "money" of the country in which the loss or damage was sustained; or
 - (ii) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".
- (d) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreement A.1.

a. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

- (1) As soon as:
 - (a) You; or
 - (b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition **E.1.q.** for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.2.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.2.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.q.** does not apply to Insuring Agreement **A.2.**

4. Conditions Applicable To Insuring Agreements A.4. And A.5.

a. Armored Motor Vehicle Companies

Under Insuring Agreement **A.5.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.6.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.q.** does not apply to Insuring Agreement **A.6.**

F. Definitions

1. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".
2. "Computer system" means:
 - a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
 - b. Systems and applications software; and
 - c. Related communications networks; by which "electronic data" is collected, transmitted, processed, stored or retrieved.
3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.
4. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.
6. "Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.
6. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
7. "Employee":
 - a. Means:
 - (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
 - (b) Whom you compensate directly by salary, wages or commissions; and
 - (c) Whom 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 **7.a.(1)**, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions; while that person is subject to your direction and control and performing services for you;
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph **7.a.(2)**;
 - (4) Any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; or

- (b) Your director or trustee while that person is engaged in handling "money", "securities" or "other property" of any "employee benefit plan";
- (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained by you as a consultant while performing services for you;
- (6) Any natural person who is a guest student or intern pursuing studies or duties;
- (7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this insurance; and
- (8) Any natural person who is your "manager", director or trustee while:
 - (a) Performing acts within the scope of the usual duties of an "employee"; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- b. Does not mean:
Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 7.a.
- 8. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
- 9. "Financial institution" means:
 - a. With regard to Insuring Agreement A.3.:
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
 - (2) An insurance company.
 - b. With regard to Insuring Agreement A.6.:
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - (2) An insurance company; or
 - (3) A stock brokerage firm or investment company.
- c. Other than Insuring Agreements A.3. and A.6., any financial institution.
- 10. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" as defined in Paragraph F.9.a.
- 11. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- 12. "Fraudulent instruction" means:
 - a. With regard to Insuring Agreement A.6.a.(2):
 - (1) A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
 - (2) A written instruction (other than those covered under Insuring Agreement A.2.) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
 - b. With regard to Insuring Agreement A.6.b.:
A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.
- 13. "Manager" means a natural person serving in a directorial capacity for a limited liability company.
- 14. "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".

15. "Messenger" means you, or your relative, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
16. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value;
 - b. Traveler's checks and money orders held for sale to the public; and
 - c. In addition, includes:
 - (1) Under Insuring Agreements **A.1.** and **A.2.**, deposits in your account at any "financial institution"; and
 - (2) Under Insuring Agreement **A.6.**, deposits in your account at a "financial institution" as defined in Paragraph **F.9.b.**
17. "Occurrence" means:
 - a. Under Insuring Agreement **A.1.:**
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**
 - b. Under Insuring Agreement **A.2.:**
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**
 - c. Under all other Insuring Agreements:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**
18. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this insurance.
19. "Premises" means the interior of that portion of any building you occupy in conducting your business.
20. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
21. "Safe burglary" means the unlawful taking of:
 - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the "premises".
22. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or 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".
23. "Theft" means the unlawful taking of property to the deprivation of the Insured.
24. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
 - a. By means of computer, telefacsimile, telephone or other electronic instructions; or
 - b. By means of written instructions (other than those covered under Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
25. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONBINDING ARBITRATION

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM
KIDNAP/RANSOM AND EXTORTION POLICY

If you and we disagree on the amount of loss, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either party may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM
KIDNAP/RANSOM AND EXTORTION POLICY

A. The **Cancellation** Common Policy Condition or the **Cancellation Of Policy** Condition is replaced by the following:

- (1) The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.
- (2) We may cancel this Policy by mailing to you written notice stating the reason for cancellation at your last mailing address known to us. Proof of mailing will be sufficient proof of notice.
- (3) If we cancel for:
 - (a) Nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - (b) A reason other than nonpayment of premium, we will mail the notice at least:
 - (i) 30 days prior to the effective date of cancellation if the Policy has been in effect for 60 days or less.
 - (ii) 60 days prior to the effective date of cancellation if the Policy has been in effect for more than 60 days.
- (4) If this Policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - (a) Nonpayment of premium;

- (b) The Policy was obtained through a material misrepresentation;
 - (c) Any Insured has violated any of the terms and conditions of the Policy;
 - (d) The risk originally accepted has measurably increased;
 - (e) Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - (f) A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the insurance laws of this State.
- (5) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - (6) If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.
 - (7) Notification of cancellation will also be sent to your broker, if known, or agent of record, if known.

- B. The following is added and supersedes any other provision to the contrary:

Nonrenewal

If we decide not to renew or continue this Policy, we will mail you written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. Proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

- C. Under the Commercial Crime Coverage Form, Commercial Crime Policy, Government Crime Coverage Form, Government Crime Policy, Employee Theft And Forgery Policy and Government Employee Theft And Forgery Policy, the **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

You may not bring any legal action against us involving loss:

1. Unless you have complied with all the terms of this insurance;

2. Until 90 days after you have filed proof of loss with us; and

3. Unless brought within two years from the date you "discover" the loss. But we will extend this two-year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.

- D. Under the Kidnap/Ransom And Extortion Coverage Form and Kidnap/Ransom And Extortion Policy, the **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

You may not bring any legal action against us involving loss:

1. Unless you have complied with all the terms of this insurance;

2. Until 90 days after you have filed proof of loss with us; and

3. Unless brought within two years from the date you reported the loss to us. But we will extend this two-year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

If your policy includes a Cyber Incident Exclusion:

- I. The Cyber Incident Exclusion does not apply to the Data Processing Coverage Form (**8-C-1700** or **8-C-2274**).
- II. For all Coverage Forms other than the Data Processing Coverage Form, the Cyber Incident Exclusion shall be deemed to apply to the Exclusions Section regardless of its Section number or letter reference.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

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

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

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

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

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. Cap On Certified Terrorism Losses

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

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

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

B. Application Of Exclusions

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

POLICY NUMBER:

IL 09 85 12 20

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts)	\$ 0
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
Any Coverage Part(s) or Form(s) subject to the Terrorism Risk Insurance Act (TRIA)	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses	80 %
(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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

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

A. When this endorsement is attached to Standard Property Policy **CP 00 99**, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.

B. The following is added to the **Legal Action Against Us** Condition:

The two year period for legal action against us is extended by the number of days between the date the proof of loss is filed with us and the date we deny the claim in whole or in part.

C. If this policy covers:

1. The following in **a.** and **b.**, then Paragraphs **2.** and **3.** apply:

- a.** Real property used principally for residential purposes up to and including a four family dwelling; or
- b.** Household or personal property that is usual or incidental to the occupancy of any premises used for residential purposes.

2. The second paragraph of the **Appraisal** Condition is deleted and replaced by the following:

- a.** Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally, except as provided in **b.** below.
- b.** We will pay your appraiser's fee and the umpire's appraisal fee, if the following conditions exist:
 - (1)** You demanded the appraisal; and
 - (2)** The full amount of loss, as set by your appraiser, is agreed to by our appraiser or by the umpire.

3. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

a. This Coverage Part or Coverage Form is void if you or any insured ("insured") commit fraud or conceal or misrepresent a fact in the process leading to the issuance of this insurance, and such fraud, concealment or misrepresentation is stated in the policy or endorsement or in the written application for this policy and:

- (1)** Was made with actual intent to deceive; or
- (2)** Materially affected either our decision to provide this insurance or the hazard we assumed.

However, this condition will not serve as a reason to void this Coverage Part or Coverage Form after the Coverage Part or Coverage Form has been in effect for one year or one policy term, whichever is less.

b. We do not provide coverage under this Coverage Part or Coverage Form to you or any other insured ("insured") who, at any time subsequent to the issuance of this insurance, commit fraud or intentionally conceal or misrepresent a material fact relating to:

- (1)** This Coverage Part or Coverage Form;
- (2)** The Covered Property;
- (3)** Your interest in the Covered Property; or
- (4)** A claim under this Coverage Part or Coverage Form.

c. Notwithstanding the limitations stated in **3.a.** above, we may cancel the Coverage Part or Coverage Form in accordance with the terms of the Cancellation Condition.

D. For the Commercial Property Coverage Part and the Standard Property Policy, the following exclusion and related provisions are added to Paragraph B.2. Exclusions in the Causes of Loss Forms and to any Coverage Form or policy to which a Causes of Loss Form is not attached:

1. We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

2. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:

- a. The loss arose out of a pattern of criminal domestic violence; and
- b. The perpetrator of the loss is criminally prosecuted for the act causing the loss.

3. If we pay a claim pursuant to Paragraph D.2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

E. The **Intentional Loss Exclusion** in the Causes of Loss Form – Farm Property, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form is replaced by the following:

1. We will not pay for loss ("loss") or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss ("loss").

In the event of such loss ("loss"), no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss ("loss").

2. However, this exclusion will not apply to deny payment to an innocent co-"insured" who did not cooperate in or contribute to the creation of the loss ("loss") if:

- a. The loss ("loss") arose out of a pattern of criminal domestic violence; and
- b. The perpetrator of the loss ("loss") is criminally prosecuted for the act causing the loss.

3. If we pay a claim pursuant to Paragraph E.2., our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

F. The **Intentional Loss Exclusion** in the Capital Assets Program (Output Policy) Coverage Part, is replaced by the following:

1. We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

2. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:

- a. The loss arose out of a pattern of criminal domestic violence; and
- b. The perpetrator of the loss is criminally prosecuted for the act causing the loss.

3. If we pay a claim pursuant to Paragraph F.2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Employment-related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

5. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

- A.** The **Cancellation** Common Policy Condition is replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. If this policy has been in effect for 60 days or less, except as provided in Paragraphs **8.** and **9.** below, we may cancel this policy by mailing written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If this policy has been in effect for more than 60 days, except as provided in Paragraphs **8.** and **9.** below, we may cancel this policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. You have violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or

- f.** A determination by the Director that the continuation of the policy could place us in violation of the insurance laws of this State.

If we cancel this policy based on one or more of the above reasons except for nonpayment of premium, we will mail written notice at least 60 days before the effective date of cancellation. When cancellation is for nonpayment of premium, we will mail written notice at least 10 days before the effective date of cancellation.

4. We will mail our notice to you, together with our reason for cancellation, at your last mailing address known to us. Proof of mailing will be sufficient proof of notice.
5. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known, and to the mortgagee or lienholder listed on the policy.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
7. 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.

8. Real Property Other Than Residential Properties Occupied By Four Families Or Less

The following applies only if this policy covers real property other than residential property occupied by four families or less:

If any one or more of the following conditions exists at any building that is Covered Property in this policy, we may cancel this policy by mailing to you written notice of cancellation, by both certified and regular mail, if:

- a. After a fire loss, permanent repairs to the building have not started within 60 days of satisfactory adjustment of loss, unless the delay is due to a labor dispute or weather conditions.
- b. The building has been unoccupied 60 or more consecutive days. This does not apply to:
 - (1) Seasonal unoccupancy; or
 - (2) Buildings under repair, construction or reconstruction, if properly secured against unauthorized entry.
- c. The building has:
 - (1) An outstanding order to vacate;
 - (2) An outstanding demolition order; or
 - (3) Been declared unsafe in accordance with the law.
- d. Heat, water, sewer service or public lighting have not been connected to the building for 30 consecutive days or more.

The policy will terminate 10 days following receipt of the written notice by the named insured(s).

9. Residential Properties Occupied By Four Families Or Less

The following applies if this policy covers residential properties occupied by four families or less:

If this policy has been in effect for 60 days, or if this is a renewal policy, we may only cancel this policy for one or more of the following reasons:

- a. Nonpayment of premium;
- b. The policy was obtained by misrepresentation or fraud; or
- c. Any act that measurably increases the risk originally accepted.

If we cancel this policy based on one or more of the above reasons except for nonpayment of premium, we will mail written notice at least 30 days before the effective date of cancellation. When cancellation is for nonpayment of premium, we will mail written notice at least 10 days before the effective date of cancellation.

10. For insurance provided under the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, the following applies:

Grain In Public Grain Warehouses

(Not applicable to grain owned by the Commodity Credit Corporation)

The following applies only with respect to grain in public grain warehouses:

The first Named Insured or we may cancel this policy at any time by mailing to:

- a. The other; and
 - b. The Director of the Illinois Department of Agriculture (at its Springfield Office);
- 60 days' written notice of cancellation.

- B. The following is added:

Nonrenewal

1. If we decide not to renew or continue this policy, we will mail you written notice, stating the reason for nonrenewal. Proof of mailing will be sufficient proof of notice.
2. Except as provided in Paragraph 6. below, we will mail you notice of nonrenewal at least 60 days before the end of the policy period.
3. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
4. If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.
5. The following provision applies to policies other than those described in Paragraph 6.:

Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known, and the mortgagee or lienholder listed on the policy.

6. The following provision applies only if this policy covers residential properties occupied by four families or less:

a. If this policy has been issued to you and in effect with us for five or more years, we may not fail to renew this policy unless:

(1) The policy was obtained by misrepresentation or fraud and we mail you notice of nonrenewal at least 30 days before the end of the policy period as provided in **1.** above;

(2) The risk originally accepted has measurably increased and we mail you notice of nonrenewal at least 30 days before the end of the policy period as provided in **1.** above; or

(3) You received 60 days' notice of our intent not to renew as provided in **1.** above.

b. If this policy has been issued to you and in effect with us for less than five years, we may not fail to renew this policy unless you received 30 days' notice as provided in **1.** above.

c. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known, and to the last known mortgagee or lienholder.

d. The nonrenewal shall not become effective until at least 30 days from the proof of mailing date of the notice to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

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

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

ILLINOIS NOTICE TO POLICYHOLDERS REGARDING THE RELIGIOUS FREEDOM PROTECTION AND CIVIL UNION ACT

Dear Policyholder:

This is to provide notice that, pursuant to Illinois Department of Insurance Company Bulletin 2011-06 (CB 2011-06), this policy is in compliance with the Illinois Religious Freedom Protection and Civil Union Act ("the Act", 750 ILL. COMP. STAT. 75/1). The Act, which became effective on June 1, 2011, creates a legal relationship between two persons of either the same or opposite sex who establish a civil union.

The Act provides that parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the law of Illinois to spouses, whether they are derived from statute, administrative rule, policy, common law or any source of civil or criminal law. In addition, this law requires recognition of a same-sex civil union, marriage, or other substantially similar legal relationship, except for common law marriage, legally entered into in other jurisdictions. The Act further provides that "party to a civil union" shall be included in any definition or use of the terms "spouse", "family", "immediate family", "dependent", "next of kin" and other terms descriptive of spousal relationships as those terms are used throughout the law. According to CB 2011-06, this includes the terms "marriage" or "married" or any variations thereof. CB 2011-06 also states that if policies of insurance provide coverage for children, the children of civil unions must also be provided coverage.

IMPORTANT INFORMATION ILLINOIS POLICYHOLDERS

For the purposes of inquiries, to obtain coverage information, and for assistance regarding concerns or complaints, please contact your agent listed on the face of this policy.

Should you need to contact this company, please write or call:

Utica National Insurance Group
Republic-Franklin Insurance Company
2 Easton Oval, Suite 225
Columbus, Ohio 43219
(800) 955-1914

Should you require further information or assistance, please contact:

Consumer Division
Illinois Department of Insurance
320 West Washington Street, 4th Floor
Springfield, Illinois 62767



Utica National Insurance Group
Insurance that starts with you.®

Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.598.8422

IMPORTANT NOTICE ABOUT YOUR POLICY AND THE FEDERAL TERRORISM REINSURANCE REAUTHORIZATION ACT OF 2019

Insurance coverage for losses resulting from acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, the term "Act of Terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism: to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by Federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should know that the terrorism risk insurance act, as amended contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurer's liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceeds \$100 billion, your coverage may be reduced.

Please read your policy and especially any endorsements attached to it which provide further information regarding how the law specifically affects your policy. There is no additional premium charged for terrorism coverage under this policy.



Utica National Insurance Group

Insurance that starts with you.®

Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.598.8422

THIS NOTICE WITH THE COVERAGE FORM(S), DECLARATIONS PAGE AND
ENDORSEMENT(S), IF ANY, COMPLETES YOUR POLICY.

Mutuals - Participation Clause Without Contingent Liability: No Contingent Liability: This policy is non-assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

GRAPHIC ARTS MUTUAL INSURANCE COMPANY

Mutuals - Membership and Voting Notice: The insured named in this policy is hereby notified that, by virtue of this policy, the insured is a member of the Graphic Arts Mutual Insurance Company, and is entitled to vote either in person or by proxy at any and all meetings of said company. The annual meetings are held at its principal office on the fourth Monday in February each year at 1:30 o'clock p.m.

IN WITNESS WHEREOF, the Graphic Arts Mutual Insurance Company has caused this policy to be signed by its president and secretary at New Hartford, New York, and countersigned on the declarations page by a duly authorized representative of the company.


Secretary


President

DISCLOSURE NOTICE FOR

☐ Legal Liability Coverage Form

I understand that the Coverage Forms shown in the title above include an exclusion which reads:
"This insurance does not apply to: Any claim arising out of or resulting from asbestos."

Signed _____

Title _____

Date _____



Utica National Insurance Group
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www.uticanational.com • 1.800.274.1914  



Utica National
Insurance Group®



Utica National Insurance Group

Insurance that starts with you.®

Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.274.1914  

Agency Code: W0194
Policy Number: 4823759



*The enclosed policy has
been prepared for:*

NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

2400 DESPLAINES AVE
RIVERSIDE, IL 60546

*Presented by the Utica National
companies and your independent agent:*

Cook & Kocher Ins Gr Inc
300 S Nw Highway, #208

Park Ridge, IL 60068

NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

2400 DESPLAINES AVE
RIVERSIDE, IL 60546

Dear Policyholder,

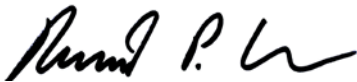
Thank you for choosing Utica National Insurance Group for your insurance needs. We understand that you have many choices and appreciate the trust you and your independent insurance agent place in us to provide security and protection for your business.

Your policy and related documents are enclosed. Please read them carefully. If you have any questions, please contact your agent directly. The contact information is listed below.

As we enter our second century of business, we work with your agent to provide you a customer experience that makes you feel appreciated and respected by providing real value to you, when you need us.

Thank you for your business.

Sincerely,



Richard Creedon, Esq.
President and CEO

Cook & Kocher Ins Gr Inc
300 S Nw Highway, #208

Park Ridge, IL 60068





UTICA NATIONAL INSURANCE GROUP
180 Genesee Street
New Hartford, NY 13413

WC 000001A

Issuing Company: Utica Mutual Insurance Company
MEMBER OF UTICA NATIONAL INSURANCE GROUP

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Information Page

1. The Insured and Mailing Address:

NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT
2400 DESPLAINES AVE

RIVERSIDE IL 60546

Policy Number: 4823759

Prior Policy Number:

Producer: Cook & Kocher Ins Gr Inc
300 S Nw Highway, #208
Park Ridge, IL 60068

Entity of Insured: Other

Producer Number: W0194

Other workplaces not shown above:

SIC#: 82315

Insured's I.D. Number: 363242278

NCCI Company Number: 15717

Risk I.D. Number:

2. The policy period is from 01/15/2023 **to** 01/15/2024 **12:01 AM Standard Time at the insured's mailing address.**

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: IL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.
The limits of our liability under Part Two are:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All States except those listed in Item 3.A., ND, OH, WA, WY

D. This policy includes these endorsements and schedules:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
All information required below is subject to verification and change by audit.

<input type="checkbox"/> See Extension of Information Page Classifications	Code No.	Premium Basis Total est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Minimum Premium: \$ 1,321 IL		Expense Constant		\$
Employer's Liab Minimum Premium: \$		Total Estimated Annual Premium		\$ 1,948
If indicated below, interim adjustments of premium shall be made:		Deposit Premium		\$ 1,948

Issuing Office: New Hartford, NY 13413

Date of Issue: 12-09-2022

Countersigned by

Sharon C Peck

8-D-WC Ed. 08-2008

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BILLING NO. 100943170

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE**

Item 4. Continued

Page: 1

NCCI Company Number: 15717


Policy Number: 4823759

Classifications	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
State: IL Location #:1 Clerical Office Employees NOC (8810) 8810 Term: (01/15/23-01/15/24)	8810	569,988	0.13	\$741
State: IL Location #:1 Colleges and Schools: NOC (8868) 8868 Term: (01/15/23-01/15/24)	8868	0	0.35	0
State: IL Location #:1 Churches, Public Museums and Libraries--All Employees (9101) 9101 Term: (01/15/23-01/15/24)	9101	6,877	3.87	\$266
Term: (01/15/23-01/15/24) Manual Premium				\$1,007
Employers Liability	9807		1.1%	\$11
Employers Liability to Minimum	9848			\$89
Subject Premium				\$1,107
Schedule Modification	9887		.970	-\$33
Policy Balance to Minimum	0990			\$187
Standard Premium				\$1,261
Expense Constant	0900			\$160
Certified Acts of Terrorism (CAOT)	9740		.0660	\$381
Catastrophe (Other than CAOT)	9741		.0220	\$127
Operations Fund Surcharge			.0101	\$19
Total State Premium				\$1,948

ENDORSEMENT SCHEDULE

<u>State(s)</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
	8L2417	Ed. 12-13	Policy Amendment & Schedule Of Changes
	7A454	Ed. 09-07	Commercial Edge Cover Sheet
IL	7A455	Ed. 02-16	Commercial Edge Cover Letter
IL	8DWC	Ed. 08-08	Information Page
IL	8DWCSUPP	Ed. 08-08	Extension Of Information Page
IL	WC990603	Ed. 04-84	Endorsement Schedule
IL	WC990603	Ed. 04-84	Locations Of Operations
IL	WC990603	Ed. 04-84	Schedule Of Named Insured
IL	9A2884	Ed. 04-20	WC Timely Reporting Claims flyer
IL	8L935	Ed. 12-17	Prescribed Wording For Utica Mutual Insurance Company
IL	8L1834	Ed. 05-02	Important Notice About Your Premium Audit
IL	8L1763	Ed. 12-12	Privacy Notice
IL	8L1543S	Ed. 02-01	Important Notice To Report Workers Compensation Claim (Spanish Version)
IL	8L1543	Ed. 03-96	Important Notice To Report Workers Compensation Claim
IL	WC120306A	Ed. 07-11	Illinois Workers Compensation And Employers Liability Insurance Policy Exclusion Endorsement

This endorsement, when countersigned by a duly authorized representative, shall form a part of

Policy No. W 4823759	Issued by		
And shall be effective from M.,		Standard Time at the address of the named insured.	
Countersigned at	Date	By  Authorized Representative	

NAME AND ADDRESS OF INSURED


PRODUCER:

PRODUCER NO.

ENDORSEMENT SCHEDULE

<u>State(s)</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
IL	WC000000C	Ed. 01-15	Workers Compensation and Employers Liability Insurance Policy
IL	WC000424	Ed. 01-17	Audit Noncompliance Charge Endorsement
IL	WC000414A	Ed. 01-19	Notification Of Change In Ownership Endorsement
IL	WC000422C	Ed. 01-21	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
IL	WC000421F	Ed. 08-22	Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement
IL	WC000419A	Ed. 08-22	Premium Due Date Endorsement
IL	8E1481	Ed. 05-85	Amendatory Endorsement Illinois
IL	WC120601E	Ed. 01-15	Illinois Amendatory Endorsement
IL	4C25B	Ed. 05-18	UTICARE Posting Notice
IL	WC8145E	Ed. 10-11	Workplace Posting Notice
IL	WC9421C	Ed. 10-11	Spanish Workplace Posting Notice
IL	8L1418	Ed. 07-17	Important Information Illinois Policyholders

This endorsement, when countersigned by a duly authorized representative, shall form a part of

Policy No. W 4823759	Issued by		
And shall be effective from M.,		Standard Time at the address of the named insured.	
Countersigned at	Date	By  Authorized Representative	

NAME AND ADDRESS OF INSURED

PRODUCER:

PRODUCER NO.

LOCATIONS OF OPERATIONS

Location Number	Address	Average Number of Employees
1	2400 DESPLAINES AVE N RIVERSIDE, IL 60546 Term:(01/15/23-01/15/24)	18

This endorsement, when countersigned by a duly authorized representative, shall form a part of

Policy No. W 4823759	Issued by	
And shall be effective from A M.,	Standard Time at the address of the named insured.	
Countersigned at	Date 2022-12-09	By <i>Shannon C Peck</i> Authorized Representative

NAME AND ADDRESS OF INSURED

PRODUCER:

PRODUCER NO.

SCHEDULE OF NAMED INSURED

LOCATION(S) #	NAME	INSURED ID #	Tax ID #
1	NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT Term: (01/15/23-01/15/24)	363242278	

This endorsement, when countersigned by a duly authorized representative, shall form a part of

Policy No. W 4823759		Issued by	
And shall be effective from M.,		Standard Time at the address of the named insured.	
Countersigned at	Date	By <div>Shannon C Peck</div> <div>Authorized Representative</div>	

NAME AND ADDRESS OF INSURED

PRODUCER:
PRODUCER NO.



Timely Reporting of **Workers Compensation** Claims is Critical to Control Costs

Timely reporting of your workers compensation claim allows Utica National to promptly investigate the claim, determine the medical treatment your injured worker needs to reduce time out of work, and take the appropriate actions to manage your claim to **mitigate the expenses associated with workers compensation claims.**

How to promote timely reporting

- **Encourage your workers** to notify their supervisors immediately if they are injured at work.
- **Establish and regularly remind your supervisors of your company's reporting and workplace injury documentation protocols.** Have clearly established protocols that involve notifying a supervisor immediately when an employee is injured at work and escalating the notice to the person at your workplace who is responsible for reporting the loss.

**You can report a First Notice of Loss Workers Compensation claim
by phone at 1-800-216-1420 or online at uticanational.com/customer-care.**

**Please contact Scott Holler, Director of Workers Compensation,
at 716-639-2353 or scott.holler@uticanational.com
if you have any questions.**



Utica National Insurance Group
Insurance that starts with you.®

Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413
www.uticanational.com • 1.800.598.8422

THIS NOTICE WITH THE COVERAGE FORM(S), DECLARATIONS PAGE AND
ENDORSEMENT(S), IF ANY, COMPLETES YOUR POLICY.

Mutuals - Participation Clause Without Contingent Liability: No Contingent Liability: this policy is non-assessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

UTICA MUTUAL INSURANCE COMPANY

Mutuals - Membership and Voting Notice: The insured named in this policy is hereby notified that, by virtue of this policy, the insured is a member of the Utica Mutual Insurance Company, and is entitled to vote either in person or by proxy at any and all meetings of said company. The annual meetings are held at its principal office on the fourth Monday in February each year at 1:30 o'clock p.m.

IN WITNESS WHEREOF, the Utica Mutual Insurance Company has caused this policy to be signed by its chief executive officer and secretary at New Hartford, New York, and countersigned on the declarations page by a duly authorized representative of the company.


Secretary


Chief Executive Officer

IMPORTANT NOTICE ABOUT YOUR PREMIUM AUDIT

This notice is being included to assist you in keeping proper records for your insurance coverage.

A premium audit is conducted either at the expiration of your policy or mid-term to verify the correct exposure or premium base for the insurance coverage afforded. When necessary, an adjustment is made to the premium that was estimated when your policy was issued.

Often there are allowable credits, according to the insurance manual classification and rating rules. The premium auditor will be able to give you the credit to which you are entitled, if you meet certain documentary requirements and are able to provide the necessary details. **The records that you make available for your insurance audit could save you money and time.**

Subcontractors -

Under most workers' compensation laws you will be held responsible when an uninsured subcontractor's employee is injured. This may extend to a subcontractor with no employee whose duties closely resemble those of an employee.

To protect yourself and reduce your insurance costs, secure a certificate of insurance from each subcontractor you use. **If the certificate of insurance is not available at the time of audit, the subcontractor's actual payroll or an appropriate percentage of total payments made to the subcontractor will be added to your premium base, thus increasing your insurance costs.**

For General Liability, it is also necessary to secure a certificate of insurance from each subcontractor. In addition you must require that the limits of liability be equal or greater than yours. **Without these records, the subcontracted payroll or a percentage of payments made to the subcontractor will be allocated to the appropriate classification for the work performed and your premium will be increased as a result.**

Midterm Adjustments -

Your premiums are based on payroll or receipts. The audit is performed because payrolls or receipts change throughout the year. If you have a significant change in either payroll or receipts during the year (you accept a major new job that was not contemplated when the insurance policy was issued) you can report this change to us for a mid-term adjustment. This will reduce the amount of additional premium billed at the time of audit and help spread the insurance costs out throughout the year.

If you have any questions or need additional information regarding your insurance coverage you can contact your independent insurance agent.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, NY 13413



UTICA NATIONAL INSURANCE GROUP

PRIVACY NOTICE

At Utica National, we are committed to maintaining the privacy of our customer and claimant information. The information set out below describes Utica National's privacy practices.

PERSONALLY IDENTIFIABLE INFORMATION COLLECTED

We collect personally identifiable information from you or from third parties about you or about participants, beneficiaries or claimants under your insurance coverage as part of the insurance application, underwriting, claims, administration and servicing process. We collect such nonpublic personal information from the following sources:

- Information we receive from you on applications for insurance or other forms (such as name, address, telephone number, social security number, household information, vehicle and driver information, date of birth, medical information related to underwriting and claims, and insurance coverage information);
- Information about your transactions with us, our affiliates, or others (such as products purchased, account balances and payment history, previous claims or accidents, and medical information related to claims); and
- Information we receive from a consumer reporting agency (such as credit relationships and history), state motor vehicle departments, and inspection services.

HOW THE INFORMATION IS USED

The information we collect is used to: provide policy and premium quotes, underwrite applications, administer claims, and to answer questions or concerns about our insurance products or services. We also use the information for accounts administration, reporting, investigating, or preventing fraud or material misrepresentation, processing premium billing payments, processing and defending insurance claims, administering insurance benefits (including utilization review activities), participating in insurance research projects, or as otherwise permitted by federal and state law.

We maintain paper copies or electronic archives of the information provided by you or by a third party for policy quoting and for processing and administering your application or claims made under your policy, and for improving our products and services. This information is kept internally, except when needed to verify the information provided, to service your policy or claim or as required or permitted by law. The information is not available to the general public. We retain the information collected when a claim is filed under your policy for as long as required by law or regulation, or as long as the claim is open and thereafter, for a period set by the appropriate Underwriting or Claims' records retention policies.

SHARING INFORMATION GATHERED

We do not disclose any nonpublic personal financial information about our customers or former customers to anyone except as permitted by law. You should know that permitted disclosures include information to process transactions on your behalf, information about you or about participants, beneficiaries or claimants under your insurance policy in the normal business of conducting the operations of our insurance companies, such as providing you with an insurance quote, processing, servicing, administering and enforcing your insurance policy and your claims, following your instructions, or protecting the security of our financial records.

We are permitted by law to share information about you when and if you become a customer or claimant, even without your authorization, with, for example:

- A third party (such as independent insurance agents who represent our companies, inspection services, independent claims adjusters, and attorneys), if it is reasonably necessary to enable the party to perform services for us, such as claims investigations, appraisals, or the detection of fraud or material misrepresentations;
- Any of our affiliated insurance companies who provide services to you;
- Insurance regulatory authorities, reporting agencies, or if applicable, involuntary market administrators;
- State Motor Vehicle Departments to obtain a report of any accidents or violations;
- Law enforcement agencies or other governmental authorities to protect our interest or to report illegal activities;
- Persons or organizations conducting insurance actuarial or research studies, subject to appropriate confidentiality agreements; and,
- As otherwise permitted or required by law.

We also are permitted by law to disclose the following information to companies that perform marketing services on our behalf or with whom we have joint marketing agreements (such as independent insurance agencies that represent our companies), including:

- Information we receive on applications or other forms, such as policyholder or claimant name, address, social security number, insurance coverages, vehicle and driver information, and certain claims information;
- Information about transactions with us, our affiliates, or others, such insurance coverages, vehicle and driver information, and claims information; and
- Information we receive from third parties, such as a consumer reporting agency, or state motor vehicle records and claims history.

We do not sell any customer or policyholder information to mailing list companies or mass marketing companies. We treat our policyholder information as confidential.

SECURITY POLICIES AND PROCEDURES

We restrict access to nonpublic personal financial information about you or about participants, beneficiaries and claimants under your insurance policy to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your nonpublic personal information.

If you have any questions or concerns regarding the Privacy Disclosure Notice, you should contact us by sending an email to: Compliance.Officer@uticanational.com, or writing to us at: Utica National Insurance Group, Attn: Compliance Officer, 180 Genesee Street, New Hartford, New York, 13413.

Utica National's privacy practices apply to the following affiliated and subsidiary companies:

Utica Mutual Insurance Company
Republic-Franklin Insurance Company
Utica National Insurance Company of Texas
Utica Lloyd's of Texas
Utica National Insurance Company of Ohio

Graphic Arts Mutual Insurance Company
Utica National Assurance Company
Utica Specialty Risk Insurance Company
UNI-Service Risk Management Corporation
UNI-Service Life Agency, Inc.



Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413



**The emphasis is on
the CARE.**

**NOTIFICACION IMPORTANTE
PARA REPORTAR QUEJAS DE COMPENSACION A LOS TRABAJADORES**

1-800-216-1420

Paso a paso, qué hacer después del accidente.

- **Después del accidente de trabajo o enfermedad ocupacional.**
El empleado lo reporta al representante del empleador.
- El empleador llama al 1-800-216-1420 para reportar el accidente o enfermedad a un representante de servicio a los clientes de Uti-CARE.
- **El representante de servicio a los clientes completa el Primer Reporte de Accidente y lo envía a:**
 1. Comisión de Compensación a los Trabajadores del estado que corresponda
 2. Utica National Insurance Group
 3. Empleador
- **Manejo de los casos con pérdida de horas de trabajo.**
El representante de servicio a los clientes asigna a cada caso con pérdida de horas de trabajo una Enfermera Registrada (ER) Encargada de Incidentes quien se pone en contacto con el empleado accidentado, el empleador y el evaluador de seguros dentro de las 24 horas del Primer Reporte del Accidente.
 - A. Empleado**
 1. ER contacta al empleado para discutir la causa del accidente y el proceso de recuperación.
 - B. Proveedor**
 1. Si el empleado está en una condición que autoriza servicios de atención médica gerenciada, ER deriva al empleado al Proveedor de la Organización Preferida usada por Uti-CARE.
 2. Si la condición no autoriza servicios de atención medica gerenciada, ER se contacta con el proveedor de tratamientos del empleado para establecer un plan de tratamiento.
 - C Empleador**
 1. ER obtiene información sobre el trabajo específico del empleado y sobre la disponibilidad potencial de modificación del trabajo.
 - D. Evaluador de seguros**
 1. ER aconseja sobre los aspectos médicos del caso y discute temas relacionados.
- **Mientras el empleado no trabaja**
 1. ER sigue el caso telefónicamente con todas las partes por 30 días.
 2. Después de 30 días - si el empleado sigue incapaz de trabajar - ER refiere el caso al Coordinador de Casos Médicos de Utica National o a un servicio externo para manejo amplio del caso, contacto personal, y para encontrar una manera de retorno al trabajo.
- **Manejo de los casos sin pérdida de horas de trabajo.**
Algunos casos sin pérdida de horas de trabajo recibirán visitas y evaluación telefónica de la ER Encargada de Incidentes y también se podrían seguir por teléfono.



**The emphasis is on
the CARE.**

**IMPORTANT NOTICE
TO REPORT WORKERS' COMPENSATION CLAIMS**

1-800-216-1420

Step by Step, What to Do After the Injury

- **Work-related injury or illness occurs-**

Employee reports it to the employer representative.

- **Employer calls 1-800-216-1420** to report injury or illness to Uti-CARE customer service representative.

- **Customer service representative completes First Report of Injury- Sends it to:**

1. Workers Compensation Commission in the appropriate state
2. Utica National Insurance Group
3. Employer

- **Handling of lost work time cases-**

Customer service representative assigns each lost-time case to a Registered Nurse (RN) Case Manager who contact the injured employee, employer and adjuster within 24 hours of the First Report of Injury.

A. Employee

1. RN contact employee to discuss perception of injury and recovery process.

B. Provider

1. If the employee is in a state that authorizes managed-care services, RN channels employee to the Preferred Provider Organization used by Uti-CARE.
2. If state doesn't authorize managed-care services - RN contact the employee's treating provider for a treatment plan.

C. Employer

1. RN obtains information about employee's job duties and the potential availability of modified work.

D. Adjuster

1. RN advises about medical aspects of case and discusses related issues.

- **While employee is out of work-**

1. RN follows case telephonically with all parties for 30 days.
2. After 30 days - if employee remains unable to work - RN refers case to a Utica National Medical Case Coordinator or an outside service for field case management, personal contact, and return to work efforts.

- **Handling of no-lost-time cases-**

Some no-lost-time cases will receive RN Case Manager contact and telephonic evaluation and may also continue with telephonic case management.

**ILLINOIS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY EXCLUSION
ENDORSEMENT****C. Change Part Two—C. Exclusions 1. as follows:**

This insurance does not cover

1. liability assumed under a contract, and/or any agreement to waive your right to limit your liability for contribution to the amount of benefits payable under the Workers Compensation Act and the Workers Occupational Disease Act. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 12 03 06 A
(Ed. 07-11)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX
CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five-Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5-Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
IL	Estimated Annual Premium	Up to two times

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

90 DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

The reporting requirement applies regardless of whether an experience modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 04 14A
(Ed. 1-19)

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

(Ed. 01-2021)

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule**State****Rate****Premium**

See Item 4. on the Information Page of your policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 04 22 C

(Ed. 01-2021)

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
IL	0.022	127

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No. 4823759	Endorsement No.
Insured		Premium
Insurance Company		

Countersigned by Shannon C Peck

Part Five—Premium Amendatory Endorsement

This endorsement amends Part Five—Premium of the policy as follows:

Part Five—Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five—Premium, Section D. (Premium Payments) is replaced by the following provision:

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 04 19 A
(Ed. 08-2022)

AMENDATORY ENDORSEMENT - ILLINOIS

(To be attached to Excess Insurance Policy
for Self-Insurer of Workers Compensation & Employers Liability)

It is agreed that PART SEVEN of this agreement, Section M, captioned CANCELLATION is amended only with respect to its first paragraph to read as follows:

This agreement may be cancelled at any time either by the Company or by the Employer upon written notice by registered mail or by certified mail to the other party and to the Illinois Industrial Commission, Illinois Department of Insurance, Springfield, Illinois 62767 stating when, but not less than thirty (30) days thereafter, cancellation shall be effective. This agreement does not apply to loss as a result of occurrences taking place after the effective date of such cancellation.

It is further agreed that PART SEVEN of this agreement, Section N, captioned NONRENEWAL is amended only with respect to its first paragraph to read as follows:

NONRENEWAL: This agreement is renewable at expiration unless written notice by registered mail or by certified mail is given to (1) the other party to the agreement and (2) the Illinois Industrial Commission, Illinois Department of Insurance, Springfield, Illinois 62767 at least thirty (30) days prior to such expiration, by the party desiring not to renew this agreement.

It is further agreed that PART SEVEN of this agreement, Section O, captioned SOLE REPRESENTATIVE is amended to read as follows:

If more than one insured is named in Item 1 of this policy, the insured first named in Item 1 of the Information Page will act on behalf of all insureds to give notice of cancellation, receive return premiums or indemnity, or request change in this policy. In the event the insurer desires to cancel the policy, notice of cancellation will be mailed to all named insureds.

ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page.

Part Two—Employers Liability Insurance, Section B. (We Will Pay), Item 3. of the policy is replaced by the following:

3. For consequential bodily injury to a party to a civil union, spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

Part Five—Premium, Section G. (Audit) of the policy is replaced by the following:

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy ends. Information developed by audit will be used to determine final premium. The National Council on Compensation Insurance has the same rights we have under this provision.

Part Six—Conditions, Section A. (Inspection) of the policy is replaced by the following:

A. Inspection

We have the right, but are not obliged, to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes, or standards. The National Council on Compensation Insurance has the same rights we have under this provision.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured at the last known mailing address advance written notice stating when the cancellation is to take effect. We will maintain proof of mailing of the notice of cancellation. A copy of all such notices shall be sent to the broker or agent of record, if known, at the last known mailing address. The broker or agent of record may opt to accept notification electronically.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
 - a. At least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
 - b. At least 60 days before the cancellation is to take effect if the policy has been in force for 61 days or more.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was issued because of a material misrepresentation;
 - c. You violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. The Director has determined that we no longer have adequate reinsurance to meet our needs; or
 - f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.

(Ed. 01-15)

5. Our notice of cancellation will state our reasons for cancelling.
6. The policy period will end on the day and hour stated in the cancellation notice.

Part Six—Conditions, Section E. (Sole Representative) of the policy is replaced by the following:

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insured's to change this policy, receive return premium, or give us notice of cancellation.

Part Six—Conditions of the policy is changed by adding the following:

F. Nonrenewal

1. We may elect not to renew the policy. If we fail to give at least 60 days notice prior to the expiration date of the current policy, the policy will automatically be extended for one year. We will mail to each named insured the nonrenewal notice at the last known mailing address. We will maintain proof of mailing of the nonrenewal notice. An exact and unaltered copy of such notice will also be sent to the named insured's producer, if known, or the producer of record at the last known mailing address. The named insured's producer, if known, or the producer of record may opt to accept notification electronically.
2. Our notice of nonrenewal will state our reasons for not renewing.
3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
 - a. You notify us or the producer who procured this policy that you do not want the policy renewed; or
 - b. You fail to pay all premiums when due; or
 - c. You obtain other insurance as a replacement of the policy.

Note:

1. Cancellation and nonrenewal of the workers compensation and employers liability insurance policy is regulated by Sections 143.14, 143.15, 143.16, 143.16a, 143.17, and 143.17a of the insurance law of Illinois.
2. This endorsement must be attached to a policy showing Illinois in Item 3.A. of the Information Page.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 12 06 01 E
(Ed. 01-15)

(TO BE POSTED ON BULLETIN BOARD)

Utica National's Telephonic Claims Reporting/
Medical Case Management

Uti-CARE

**The emphasis is on
The CARE.**

NOTICE TO EMPLOYEES

**In case of an on the job accident notify your supervisor
IMMEDIATELY**

NORTH RIVERSIDE PUBLIC LIBRARY DISTRICT

(Insert Name of Employer)

**has selected the following medical providers to
render medical care to injured employees.**

1ST CHOICE

(Name of Physician)

(Address)

(Telephone Number)

2ND CHOICE

(Name of Physician)

(Address)

(Telephone Number)

3RD CHOICE

(Name of Physician)

(Address)

(Telephone Number)

UTICA NATIONAL INSURANCE GROUP

- ☐ **UTICA MUTUAL INSURANCE COMPANY**
- ☐ **GRAPHIC ARTS MUTUAL INSURANCE COMPANY**
- ☐ **REPUBLIC-FRANKLIN INSURANCE COMPANY**
- ☐ **UTICA NATIONAL ASSURANCE COMPANY**
- ☐ **UTICA NATIONAL INSURANCE OF TEXAS**

WORKERS' COMPENSATION



is a system of benefits provided by law to most workers who have job-related injuries or illnesses. Benefits are paid for injuries that are caused, in whole or in part, by an employee's work. This may include the aggravation of a pre-existing condition, injuries brought on by the repetitive use of a part of the body, heart attacks, or any other physical problem caused by work. Benefits are paid regardless of fault.

IF YOU HAVE A WORK-RELATED INJURY OR ILLNESS, TAKE THE FOLLOWING STEPS:

- 1. GET MEDICAL ASSISTANCE.** By law, your employer must pay for all necessary medical services required to cure or relieve the effects of the injury or illness. Where necessary, the employer must also pay for physical, mental, or vocational rehabilitation, within prescribed limits. The employee may choose two physicians, surgeons, or hospitals. If the employer notifies you that it has an approved Preferred Provider Program for workers' compensation, the PPP counts as one of your two choices of providers.
- 2. NOTIFY YOUR EMPLOYER.** You must notify your employer of the accidental injury or illness within 45 days, either orally or in writing. To avoid possible delays, it is recommended the notice also include your name, address, telephone number, Social Security number, and a brief description of the injury or illness.
- 3. LEARN YOUR RIGHTS.** Your employer is required by law to report accidents that result in more than three lost work days to the Workers' Compensation Commission. Once the accident is reported, you should receive a handbook that explains the law, benefits, and procedures. If you need a handbook, please call the Commission or go to the Web site.

If you must lose time from work to recover from the injury or illness, you may be entitled to receive weekly payments and necessary medical care until you are able to return to work that is reasonably available to you.

It is against the law for an employer to harass, discharge, refuse to rehire or in any way discriminate against an employee for exercising his or her rights under the Workers' Compensation or Occupational Diseases Acts. If you file a fraudulent claim, you may be penalized under the law.

- 4. KEEP WITHIN THE TIME LIMITS.** Generally, claims must be filed within three years of the injury or disablement from an occupational disease, or within two years of the last workers' compensation payment, whichever is later. Claims for pneumoconiosis, radiological exposure, asbestosis, or similar diseases have special requirements. Injured workers have the right to reopen their case within 30 months after an award is made if the disability increases, but cases that are resolved by a lump-sum settlement contract approved by the Commission cannot be reopened. Only settlements approved by the Commission are binding.

For more information, go to the Illinois Workers' Compensation Commission's Web site or call any office:

Toll-free: 866/352-3033

Chicago: 312/814-6611

Peoria: 309/671-3019

Springfield: 217/785-7087

Web site: www.iwcc.il.gov

Collinsville: 618/346-3450

Rockford: 815/987-7292

TDD (Deaf): 312/814-2959

BY LAW, EMPLOYERS MUST DISPLAY THIS NOTICE IN A PROMINENT PLACE IN EACH WORKPLACE AND COMPLETE THE INFORMATION BELOW.

Party handling workers' compensation claims	Utica Mutual Insurance Company		
Business address	PO Box 29906, Columbus, OH 43229-7506		
Business phone	614-823-5300		
Effective date	01-15-2023	Termination date	01-15-2024
Policy number	4823759	Employer's FEIN	363242278

COMPENSACION A LOS TRABAJADORES



es un sistema de beneficios que por ley se provee a la mayoría de trabajadores que se han enfermado o accidentado en el trabajo. Los beneficios son pagados por lesiones que son causadas en parte o completamente por el trabajo del trabajador. Esto puede incluir el agravante o una condición pre-existente, lesiones causadas por uso repetitivo de una parte del cuerpo, ataques cardiacos, o cualquier otro problema físico causado por el trabajo. Los beneficios son pagados sin importar la causa.

SI USTED SUFRE DE UNA LESION O ENFERMEDAD RELACIONADA AL TRABAJO, USTED DEBE TOMAR LAS SIGUIENTES MEDIDAS:

- 1. OBTENGA AYUDA MEDICA.** Por ley, su empleador debe pagar por todos los servicios médicos necesarios que se requieran para aliviar los síntomas de lesión o enfermedad. Si es necesario, el empleador debe pagar por rehabilitación física, mental o profesional dentro de los límites establecidos. El trabajador puede escoger dos doctores, cirujanos u Hospitales. Si el empleador le notifica que tiene un programa de proveedor preferido (PPP) aprobado para la compensación de trabajadores, el PPP cuenta como una de las dos opciones de proveedores.
- 2. NOTIFIQUE A SU EMPLEADOR.** Usted debe notificar a su empleador del accidente o enfermedad dentro de 45 días, ya sea por escrito o verbalmente. Para evitar posibles demoras, es recomendable que la nota incluya su nombre, dirección, número telefónico, número de Seguro Social, y una breve descripción de la lesión o enfermedad.
- 3. CONOZCA SUS DERECHOS.** Su empleador por ley debe reportar accidentes que resulten en más de tres días de ausencia al trabajo, a la Comisión de Compensación para Trabajadores. Una vez que el accidente es reportado, usted recibirá un manual que explica la ley, beneficios y procedimientos. Si necesita un manual, por favor llame a la Comisión o visite nuestra red.

Si usted tiene que faltar al trabajo para recuperarse de la lesión o enfermedad, usted tiene derecho a recibir pagos semanales y atención médica necesaria hasta que este capacitado para regresar a trabajar y que el trabajo este de acuerdo a sus capacidades.

Es contra la ley que el empleador moleste, despidas o se niegue a reemplazar o de alguna manera discrimine contra un trabajador por ejercitar sus derechos de conformidad con las leyes que rigen el seguro de accidentes de trabajo de enfermedades profesionales. Si usted hace una demanda fraudulenta, podrá ser castigado por la ley.

- 4. MANTENGASE DENTRO DEL LIMITE DE TIEMPO.** Usualmente, las quejas deben ser presentadas dentro de los primeros tres años del accidente o incapacidad de una enfermedad profesional, o dentro de dos años del último pago de compensación de trabajo, lo que sea más reciente. Quejas por neumoconiosis, exposición radiológica, asbestos, o enfermedades similares tienen requerimientos especiales.

Los trabajadores accidentados tienen derecho para volver a abrir su caso dentro de 30 meses después que la Comisión haya otorgado una decisión y la incapacidad haya incrementado, pero en casos resueltos por una suma global aprobada por la Comisión no pueden volver a abrirse. Únicamente las decisiones aprobadas por la Comisión son obligatorias.

Para mas información, visite la Red de la Comisión de Compensación para Trabajadores o llame a nuestras oficinas:

Toll-free: 866/352-3033 Chicago: 312/814-6611 Peoria: 309/671-3019 Springfield: 217/785-7087
Web site: www.iwcc.il.gov Collinsville: 618/346-3450 Rockford: 815/987-7292 TDD (Sordo): 312/814-2959

LOS EMPLEADORES DEBEN EXHIBIR ESTE AVISO EN UN LUGAR VISIBLE PARA TODOS LOS TRABAJADORES Y LLENAR LA INFORMACIÓN REFERENTE A LA COMPAÑIA DE SEGUROS.

Nombre:	Utica Mutual Insurance Company		
Dirección de la Compañía:	PO Box 29906, Columbus, OH 43229-7506		
Teléfono de la Compañía:	614-823-5300		
Fecha efectiva:	01-15-2023	Fecha de terminación:	01-15-2024
Número de Póliza:	4823759	FEIN del Empleador:	363242278

IMPORTANT INFORMATION ILLINOIS POLICYHOLDERS

For the purposes of inquiries, to obtain coverage information, and for assistance regarding concerns or complaints, please contact your agent listed on the face of this policy.

Should you need to contact this company, please write or call:

Utica National Insurance Group
Republic-Franklin Insurance Company
2 Easton Oval, Suite 225
Columbus, Ohio 43219
(800) 598-8422

Should you require further information or assistance, please contact:

Consumer Division
Illinois Department of Insurance
320 West Washington Street, 4th Floor
Springfield, Illinois 62767



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