



Utica First Insurance Company
PO Box 851, Utica, NY 13503-0851
Telephone 800-456-4556/Fax 315-768-4408
www.uticafirst.com

POLICY NUMBER: ART3000751310

CHESTON BUILDERS LLC
C/O DANNY CHESTON
15-07 Parmelee Avenue Apt #2
Fair Lawn, NJ 07410

Insured:

CHESTON BUILDERS LLC
C/O DANNY CHESTON
15-07 Parmelee Avenue Apt #2
Fair Lawn, NJ 07410

Agent:

Hull & Company Inc
PO Box 9005
New Hyde Park, NY 11040
516-488-4747

Utica First Insurance Company
PROVISIONS REQUIRED BY LAW TO BE STATED IN THIS POLICY

Policy Jacket Insert

This policy is issued by Utica First Insurance Company (the "Company"), an Advance Premium Co-operative Property and Casualty Insurance Company having Bylaws and special regulations relating to meetings of members, election of directors, rights and obligations of members as printed below. The holder of this policy is not subject to liability for assessment.

Qualification for Membership. Any natural person or Organization (as that term is hereinafter defined) that becomes a policyholder of one or more policies of insurance issued by the Company within its authority pursuant to the Company's Charter and licenses is a member of the Company (a "Member" or "Members"). The status as Member of any natural person or Organization shall cease immediately at the time such natural person or Organization ceases to hold at least one policy of insurance issued by the Company. Non-residents who own property within the territory in which the Company may do business may be insured therein and shall have all the rights and privileges of Members of the Company and be accountable as are other persons insured therein, but shall not be eligible to hold office in the Company.

Membership by an Organization. The term "Organization" means any legal entity other than a natural person that is authorized to insure in an advance premium corporation under Section 6626(a) of the Insurance Law, or any successor statute, together with multiple named insureds with joint interests under one or more policies of insurance. Each Organization that becomes a Member of the Company may designate in writing one officer, trustee, board member or legal representative (an "Authorized Representative") of such Organization who is to be recognized by the Company pursuant to Section 6626(b) of the Insurance Law or any successor statute to act for or on behalf of such Organization for the purpose of membership. Only the Authorized Representative of an Organization which is a Member may perform any act or exercise any right on behalf of the Organization which is associated with such Organization's status as Member.

Annual Meeting. The annual meeting of the Members of the Company is held at the Home Office of the Company at 4:00 p.m. on the first Monday in March of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding Monday which is not a legal holiday. At the annual meeting the Members shall elect Directors and transact such business as may properly come before the meeting.

Special Meetings. Special meetings of the Members of the Company may be called at any time by the Chief Executive Officer and two Directors other than the Chief Executive Officer and shall be called at any time upon written request of at least ten of the Members. The call for the meeting shall state the time, place, and object of the meeting. All special meetings of the Members of the Company shall occur not more than 60 days following the date of the call for the meeting and shall take place at the Home Office.

Notice of Meetings. Notice of the time, place and object of each annual and special meeting of the Members of the Company shall be published twice each week for two successive weeks immediately preceding such meeting, in at least two newspapers published in Oneida County, New York.

Voting. Except as otherwise required by law or the Company's Charter, each Member is entitled to one vote only upon each matter submitted to a vote at any meeting of the Members. Except for the election of Directors, all questions are decided by a vote of a majority of the Members voting thereon.

Number and Qualification of Directors. The Board of Directors shall consist of not less than nine nor more than fifteen Directors, the exact number within such range to be determined from time to time by resolution of the Board of Directors, provided that no decrease in the number of Directors shall shorten the term of an incumbent Director. Each Director shall be a Member of the Company and a resident of the territory in which the Company is licensed to do business. At all times, a majority of the Directors shall be citizens and residents of New York State.

Election of Directors. The Board of Directors shall be divided into three (3) groups which are as equal in size as possible. Each Director shall serve for a term of three (3) years beginning on the date of the annual meeting at which he is elected, and within each group, the terms of the Directors shall be coextensive. The terms for each group shall be staggered such that only one group shall be elected at each annual meeting of the Members. At the annual meeting of Members, each Member in attendance shall cast one vote for each vacancy on the Board of Directors. Those candidates receiving a plurality of the votes cast shall be elected.

Nomination of Directors. Only persons who are nominated in accordance with the following procedures shall be eligible for election as Directors. Nominations of persons for election to the Board of Directors of the Company may be made (a) at a meeting of Members by or at the direction of the Board of Directors or (b) at a meeting of the Members by any Member of the Company who complies with the following notice. Nominations other than those made by or at the direction of the Board of Directors must be filed with the Secretary of the Company not less than 30 nor more than 60 days before the Annual Meeting, provided such nominations be in writing and endorsed by not less than 15 Members of the Company (a "Member Notice"). Such Member Notice shall set forth (a) as to each person whom the Members propose to nominate for election or re-election as a Director, (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person, (iii) whether such person is a Member of the Company, such person's name and address as they appear on the Company's records and evidence whether such person is a citizen and resident of New York State and of the territory in which the Company is licensed to do business and is otherwise qualified to be a Director of the Company, and (iv) any relationship or affiliation that such proposed nominee has with the persons nominating him; and (b) as to the Members giving notice, the Members' name and address, as they appear in the Company's records. No persons, except those whose names have been identified in a notice which was filed as provided in this section, are eligible for election. The term "Qualified Persons" shall mean natural persons who are qualified to serve as Directors of the Company pursuant to the Charter, Bylaws, or applicable law.

Assessments. The Company shall issue policies without contingent mutual liability of the policyholders for assessment.

Procedure for Amendment. The Bylaws may be amended by addition, alteration or repeal only by a majority vote of all of the Members who are present in person at any Annual Meeting of the Members or other stated meeting or any special meeting duly called for such purpose except that the Board of Directors, at any regular or special meeting, may amend the Bylaws as to any provisions which do not impair the Members' rights or enlarge their obligations under insurance policies by a vote in favor of such amendment of not less than two-thirds of the Directors present, provided that notice of the substance or character of the proposed change has been given in the call for such meeting, and provided that such amendments are approved by the Superintendent of Insurance of the State of New York.

Utica First Insurance Company

This policy jacket with the Declarations Page (or Renewal Certificate page), policy conditions and definitions, and forms and endorsements, if any, issued to form a part thereof, completes this policy.

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

Renewal Certificates

This initial policy expires on the date shown on the Declarations Page and coverage may be continued to subsequent annual policy periods by the use of an Annual Renewal Certificate. The Declarations Page of the Renewal Certificate will replace all previously issued policy Declarations and will apply only to accidents, occurrences, or losses which happen during the policy period shown on the Renewal Certificate.

Furthermore, the policy will apply only to those coverages for which a limit of insurance and/or a limit of liability or charge is shown on the Renewal Certificate. Our limit for each coverage shall not be more than the amount stated for such coverage on the Renewal Certificate, subject to all the terms, conditions, forms, and endorsements attached to the policy or to the Renewal Certificate.

Important Notice

In compliance with the requirements of the Fair Credit Reporting Act (Public Law 91-08), we advise that as part of our routine procedure in reviewing applications for insurance or renewals of insurance policies, this insurance company may procure an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics or mode of living, if such insurance is for an individual and is primarily for personal, family or household purposes. Such information will be obtained through personal interviewing neighbors, friends, or others with whom the consumer is acquainted.

Upon written request to this insurance company, made within a reasonable period of time after receipt of this notice, this company will provide in writing a complete and accurate disclosure of the nature and scope of the investigation requested, if one was requested, or advise that none was requested.



UTICA FIRST INSURANCE COMPANY
CONSTITUTED IN OHIO AS
UTICA FIRST INSURANCE COMPANY (MUTUAL)

Home Office: 5981 Airport Rd, Oriskany, NY 13424
Mailing Address: PO Box 851, Utica, NY 13503-0851
Phone: 800-456-4556

CONTRACTORS SPECIAL POLICY DECLARATIONS

Policy Number: ART3000751310

Transaction Type:
Billing Type:

Renewal
Direct Billed

Named Insured and Mailing Address:

CHESTON BUILDERS LLC
C/O DANNY CHESTON
15-07 Parmelee Avenue Apt #2
Fair Lawn, NJ 07410

Agent:

Hull & Company Inc
PO Box 9005
New Hyde Park, NY 11040

Policy Period: 12:01 A.M. Standard Time at Location of Designated Premises.

From 01/24/2026 to 01/24/2027

IN RETURN FOR PAYMENT OF THE REQUIRED PREMIUM, WE WILL PROVIDE THE INSURANCE AS DESCRIBED IN THIS POLICY.

NJPLIA SURCHARGE: \$3.94
TERRORISM COVERAGE: \$29
ANNUAL PREMIUM: \$1,317.94

\$150 MINIMUM RETAINED PREMIUM

A handwritten signature in black ink, appearing to read 'Sumner'.

Our Authorized Representative and
Countersignature Date 11/19/2025



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Home Office: 5981 Airport Rd, Oriskany, NY 13424
Mailing Address: PO Box 851, Utica, NY 13503-0851
Phone: 800-456-4556

Policy Number: ART3000751310
Policy Period: 01/24/2026 – 01/24/2027

Class Description: Carpentry NOC

GENERAL LIABILITY COVERAGE

	Limit of Insurance
Each Occurrence Limit	\$1,000,000
General Aggregate Limit – other than Products/Completed Work	\$2,000,000
Aggregate Limit – Products/Completed Work	\$2,000,000
Medical Payments Limit	\$5,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Legal Liability Limit	\$50,000
Property Damage Deductible	\$None

Liability Premium: \$1,165

Location Schedule

Location: 15-07 Parmelee Avenue Apt #2, Fair Lawn, NJ 07410

Building #1

Year Constructed: 1958
Construction: Frame
County: Bergen
Valuation: Actual Cash Value
Cause of Loss: AP-100

	Limit	Premium
Property Deductible	\$250	

OPTIONAL LIABILITY COVERAGE LIST

(See Forms for Coverage Terms and Conditions)

Coverage	Limit	Premium
Blanket Additional Insured	See Form	\$100
Business Risk Protection		\$20



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FORMS INVENTORY

POLICY FORMS

GL 890UFNJ	1.0	Lead Asbestos Liability Exclusion
SNEXL	1.0	Exclusion Snow Removal Operations
AP 100	2.0	Contractors Special Policy
XCNTROS	1.1	Exclusion of Injury to Employees Contractors and Employees of Contractors
AP 0690	06 02	Exclusion Exterior Insulation and Finish Systems
AP 0851	09 09	Other Insurance Amendment
AP 0852	09 09	Information Distribution and Recording Violations Exclusion
AP 0853	09 09	Communicable Disease Exclusion
GL 899	2.0	Cross Liability Exclusion
GL 894	2.0	Punitive Damages Exclusion
XSP 1	12 96	Exclusion Commercial Spray Painting
UFR 1	07 11	Roofing Operation Specific Exclusion Endorsement
CL 0321	01 07	Civil Unions Amendment New Jersey
DNNJJEQ	1.0	NJ Earthquake Disclosure Notice
AP 0700	01 15	Certified Terrorism Loss
PRIV	04 01	Privacy Notice
AP 0225	10 05	Asbestos Exclusion
AP 0230	10 05	Silica Exclusion
AP 0231	10 08	Water Damage Exclusion
AP 0233	01 08	War and Military Exclusion
AP 0365	10 06	Virus or Bacteria Exclusion
AP 0689	06 02	Exclusion Wet Rot Dry Rot Bacteria Fungi or Protists
AP 0643	12 99	Known Injury or Damage Amendments
AP 0605	10 02	Amendatory Endorsement NJ
AP 0611	01 99	Loss of Income Coverage 72 Hour Waiting Period
GL 212	2.0	Exclusion Explosion Collapse Underground Property Damage Hazard
BAI 1	1.3	Blanket Additional Insured
UFBRP	1.0	Business Risk Protection
CL 0605	01 21	Certified Terrorism Loss Disclosure of Premium and Federal Share of Insured Losses
CL 1045F	01 21	Policyholder Disclosure Notice of Terrorism Insurance Coverage
DNNJBI	09 21	NJ Business Interruption Summary
AP 0695	08 21	Cannabis Liability Exclusion
AP 0696	08 21	Cannabis Property Exclusion

ASBESTOS EXCLUSION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

1. The following exclusions are added under Exclusions That Apply To Bodily Injury, Property Damage, Personal Injury, And/Or Advertising injury:

"We" do not pay for:

- a. "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of asbestos, asbestos products, asbestos fibers, or asbestos dust;
- b. "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust; or
- c. any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust by any "insured" or any other person or organization.

2. The following exclusions are added under Additional Exclusions That Apply Only To Personal Injury And/Or Advertising injury:

"We" do not pay for:

- a. "personal injury" or "advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust; or
- b. any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust by any "insured" or any other person or organization.

AP 0225 10 05

SILICA EXCLUSION

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The following definition is added:

"Silica" means silicon dioxide (SiO₂) including:

1. crystalline silica, silica dust, industrial sand, silica sand, quartz, quartz dust, cristobalite, tridymite, tripoli, and silica mixed with other compounds;
2. amorphous silica and silica gel; and
3. silica dust mixed with other dust particles.

EXCLUSIONS

1. The following exclusions are added under Exclusions That Apply To Bodily Injury, Property Damage, Personal Injury, And/Or Advertising injury:

"We" do not pay for:

- a. "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of "silica";

- b. "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of "silica"; or
 - c. any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica" by any "insured" or any other person or organization.
2. The following exclusions are added under Additional Exclusions That Apply Only To Personal Injury And/Or Advertising injury:

"We" do not pay for:

- a. "personal injury" or "advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica"; or
- b. any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica" by any "insured" or any other person or organization.

AP 0230 10 05

EXCLUSION -- WATER DAMAGE

The policy is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

PERILS EXCLUDED

Item 6. is deleted and replaced by the following:

6. **Water --**

a. "We" do not pay for loss caused by:

- 1) flood; surface water; waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge;
- 2) water that backs up through, overflows from, or is otherwise discharged from:
 - a) a sewer or drain;
 - b) a sump, sump pump, or related equipment; or
 - c) any other type of system designed to remove subsurface water which is drained from the foundation area;
- 3) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into:
 - a) basements, whether paved or not;

- b) doors, windows, or other openings;
- c) foundations, floors, walls, or paved surfaces; or
- d) swimming pools, septic tanks, or other structures; or

- 4) material present in or carried or otherwise moved by water described in items 1) through 3) above.

However, if fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.

b. This exclusion:

- 1) applies regardless of the cause of the water or the material carried or moved by water described under items a.1) through a.4) above, whether or not such cause is an act of nature; and
- 2) applies to, but is not limited to, water and material present in or carried or moved by water, whether or not driven by wind, that:
 - a) overtops;
 - b) escapes from;
 - c) is released from; or
 - d) is otherwise discharged from;

a dam, levee, dike, floodgate, seawall, or other device or feature designed or used to retain, contain, or control water.

EXCLUSION -- WAR AND MILITARY ACTION

The policy is amended as follows:

COMMERCIAL LIABILITY COVERAGES

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

Exclusion 7. is deleted and replaced by the following:

"We" do not pay for any injury or damage caused directly or indirectly by the following:

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

PROPERTY COVERAGES

PERILS EXCLUDED

Exclusion 7. is deleted and replaced by the following:

"We" do not pay for loss or damage caused directly or indirectly by the following:

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

With respect to any action that comes within the "terms" of this exclusion and involves nuclear reaction or radiation or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

AP 0233 01 08

VIRUS OR BACTERIA EXCLUSION

The following provisions are added with respect to all property coverages provided by this policy. All other "terms" of the policy apply, except as amended by this endorsement.

1. When "fungus or related perils" is a defined "term", that definition is deleted and replaced by the following, but only with respect to the Property Coverages provided by this policy.

"Fungus or related perils" means:
 - a. a fungus, including but not limited to mildew and mold;
 - b. a protist, including but not limited to algae and slime mold;
 - c. wet rot;
 - d. dry rot; or
 - e. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, or dry rot, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
2. The following exclusion is added under Perils Excluded. It applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

Virus or Bacteria -- "We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
 - b. any denial of access to property because of any virus, bacterium, or other microorganism.
3. The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.
 4. The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

AP 0365 10 06

AMENDATORY ENDORSEMENT NEW JERSEY

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation and Nonrenewal -- Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious, or unfairly discriminatory, or without adequate prior notice to "you". The underwriting reasons or guidelines that "we" can use to cancel or nonrenew this policy are maintained by "us" in writing and will be furnished to "you" and/or "your" lawful representative upon written request. This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

"You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations" by certified mail or first class mail evidenced by a Post Office Department proof of mailing. Proof of delivery or mailing is sufficient proof of notice. "Our" notice will state the reason for cancellation or nonrenewal. However, notice is not required if "you" have replaced coverage or have otherwise specifically requested termination of this policy.

If this policy has been in effect less than 60 days, "we" may cancel for any reason.

If this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew only if one or more of the following reasons apply:

- a. the premium has not been paid when due;
- b. a moral hazard exists as defined by New Jersey Insurance Regulations;

c. the policy was obtained through material misrepresentation, or omission of fact, which, if known by "us", would have caused "us" not to issue the policy;

d. "you" or "your" representative have committed fraudulent acts against "us" that materially affect the insurability of the risk;

e. there has been a material change or increase in hazard of the risk which "we" could not have reasonably foreseen when writing this policy;

f. there have been substantial breaches of contractual duties, conditions, or warranties that materially affect the nature and/or insurability of the risk;

g. "you" have not cooperated in loss control matters that materially affect the insurability of the risk;

h. "we" have sustained a loss of or substantial change in applicable reinsurance;

i. there has been a material change or increase in hazard of the risk arising from changes in statutory or case law after this policy was issued;

j. "we" have sustained a loss of or reduction in available insurance capacity;

k. "you" have failed to comply with any federal, state, or local fire, health, safety, building, or construction regulation, law, or ordinance within 60 days of written notification of a violation of such law, regulation, or ordinance and the failure to comply substantially increases any hazard insured against;

l. "you" have failed to provide reasonable and necessary underwriting information to "us" upon written request allowing a reasonable time to respond.

m. "your" agent's contract with "us" has been terminated and:

1) "we" document that replacement coverage at comparable rates and "terms" has been provided to "you", and "we" have informed "you", in writing, of "your" right to continue coverage with "us"; or
2) "we" have informed "you", in writing, of "your" right to continue coverage with "us" and "you" have agreed, in writing, to the cancellation or nonrenewal based upon the termination of "your" agent; or

n. any other reason that conforms with "our" written underwriting guidelines for cancellation or nonrenewal and that was in effect on the original effective date of this policy or on the effective date of any subsequent renewal of this policy.

In addition to the above reasons, "we" may nonrenew this policy for adverse loss experience. "We" will specifically identify the loss experience that supports this action.

If "we" cancel this policy for nonpayment of premium or moral hazard as defined in the New Jersey Insurance Regulations, "we" will give "you" notice at least ten days before cancellation is effective.

If "we" cancel this policy for any other reason, or if "we" decide not to renew this policy, "we" will give "you" written notice at least 30 days, but not more than 120 days, before cancellation is effective.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time not to exceed 60 days from the date cancellation is effective or the date notice is given, whichever is later. Payment or tender of the unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

Renewal -- If "we" intend to renew this policy, "we" will furnish a notice of the amount of the renewal premium and any change in policy "terms". The notice will be mailed or delivered to "you" at the address shown in the policy at least 30 days but not more than 120 days before the date the renewal premium is due.

Notice is not required if "you" have replaced coverage or have otherwise specifically requested termination of this policy.

The following provision amends the Commercial Liability Coverage:

3. Under Exclusions, item 13. is deleted and replaced by the following:

"We" do not pay for "bodily injury" or "personal injury" that arises out of any:

- a. refusal to employ;
- b. termination of employment;
- c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts, or omissions; or
- d. consequential "bodily injury" or "personal injury" as a result of a., b., and c. above.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third party for "damages" arising out of paragraph a., b., c., or d. above.

4. Under Conditions, the following condition is added:

THIS POLICY IS SUBJECT TO A GENERAL AGGREGATE LIMIT

a. Upon written request, "we" will provide "you" with the following loss information within 45 days of "your" request. The information will relate to this or any other Commercial Liability Coverage "we" have issued to "you" during the current year and the preceding three years. The loss information will state:

- 1) information on each "occurrence" "we" were notified of in accordance with the Notice provisions. It will include a brief description of the "occurrence", and it will indicate if a claim that resulted from the "occurrence" is open or closed; and
- 2) a summary of payments made and amounts reserved by policy year. It will be shown separately for the General Aggregate Limit and the Products/Completed Work Aggregate Limit.

b. "You" must have "our" permission to disclose this information to a claimant or the claimant's representative.

c. The amounts reserved are based on "our" judgment and are subject to change. They should not be considered as ultimate settlement amounts.

d. "We" make no representations of warranties when providing loss information to "you". "We" collect this information for "our" own purposes and apply reasonable care in doing so.

AP 0605 10 02

LOSS OF INCOME COVERAGE 72-HOUR WAITING PERIOD PROPERTY COVERAGES

DEFINITIONS

The Definition of "Restoration period" is deleted and replaced by the following:

8. "Restoration period":
- a. This means the period of time it should reasonably take to resume "your" normal business activities at the described premises starting:
 - 1) for Earnings, 72 hours after the time of loss caused by a covered peril; or
 - 2) for Extra Expense, immediately after the time of loss caused by a covered peril, andending on the date the property should be rebuilt, repaired, or replaced. This is not limited by the expiration date of the policy.
 - b. "Restoration period" does not include any increase in time due to the enforcement of any ordinance, law, or decree that regulates or requires:
 - 1) the construction, use, repair, or demolition of any property;
 - 2) the testing, evaluating, observing, or recording the existence, level, or effects of "pollutants"; or
 - 3) the clean up, removal, containment, treatment, detoxification, or neutralization of "pollutants".

COVERAGE C -- LOSS OF INCOME

Under Supplemental Loss of Income Coverages, Interruption by Civil Authority is deleted and replaced by the following:

2. **Interruption by Civil Authority** "We" extend "your" coverage to include loss while access to the described premises is specifically denied by an order of civil authority. This order must be a result of damage to property other than at the described premises and caused by a covered peril.

This extension of coverage:

- a. for Earnings, starts 72 hours after the time the order is issued and will apply for a period of up to three consecutive weeks after the order is issued; and
- b. for Extra Expense, starts immediately after the order is issued, and will apply for:
 - 1) a period of up to three consecutive weeks after the order is issued; or
 - 2) until "your" Earnings coverage ends,whichever is later.

This does not increase any "limit" for Coverage C -- Loss of Income shown on the "declarations".

AP 0611 01 99

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KNOWN INJURY OR DAMAGE AMENDMENTS

The Commercial Liability Coverage is amended as follows:

1. Under Definitions, the following definition is added:

"Designated insured" means:

- a. "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if "you" are shown on the "declarations" as an individual;
- b. "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if "you" are shown on the "declarations" as a partnership or a joint venture;
- c. "you" and all "your" members and managers, but only while acting within the scope of their duties, if "you" are shown on the "declarations" as a limited liability company; and
- d. "you" and all "your" executive officers and directors, but only while acting within the scope of their duties, if "you" are shown on the "declarations" as an organization (other than a partnership, joint venture, or limited liability company). It also includes "your" stockholders, but only for their liability as such; or
- e. any "employee" who is authorized to give or receive notice of an "occurrence" or a claim.

2. Under Principal Coverages, Coverage L and, if applicable, Coverage N are amended by the addition of the following:

This insurance applies only to:

- a. "Bodily injury" or "property damage" which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period. If a "designated insured" knew, as stated under the Knowledge of Bodily Injury or Property Damage Condition, prior to the inception date of the policy period, that "bodily injury" or "property damage" had occurred, any continuation of, resumption of, or change in such "bodily injury" or "property damage" will be deemed to have been known by the "designated insured" prior to the inception date of the policy period.
 - b. "Bodily injury" or "property damage" that occurs during the policy period and which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" which was known by a "designated insured", as stated under the Knowledge of Bodily Injury or Property Damage Condition, to have occurred prior to the inception date of this policy period, will include any continuation of, resumption of, or change in such "bodily injury" or "property damage" after the end of this policy period.
3. Under Defense Coverage, the following is added:

"We" have no duty to defend a suit or claim seeking "damages" because of "bodily injury" or "property damage" which was known by a "designated insured", as stated under the Knowledge of Bodily Injury or Property Damage Condition, prior to the inception date of the policy period.

4. Under Conditions, the following condition is added:

Knowledge of Bodily Injury or Property Damage -- Knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:

- a. when a suit, claim, or demand for "damages" alleging "bodily injury" or "property damage" is received by any "designated insured";

- b. when any "designated insured" reports the "bodily injury" or "property damage" to "us" or any other insurer; or
- c. when any "designated insured" becomes aware of anything that indicates that "bodily injury" or "property damage" may have occurred or is occurring.

AP 0643 12 99

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EXCLUSION -- WET ROT, DRY ROT, BACTERIA, FUNGI, OR PROTISTS CONTRACTING OPERATIONS

The Commercial Liability Coverage is amended as follows:

The following exclusions are added:

1. "We" do not pay for actual or alleged "bodily injury" or "property damage" (or "personal injury" or "advertising injury", when provided by this policy) that arises out of "your work" and that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to:
 - a. wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - b. a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
2. "We" do not pay for actual or alleged "bodily injury" or "property damage" included in the "products/completed work hazard" and that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to:
 - a. wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - b. a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
3. "We" do not pay for "bodily injury" or "property damage" liability assumed by an "insured" under a contract or agreement and that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to:
 - a. wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - b. a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
4. "We" do not pay for any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of:
 - a. wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - b. a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
5. "We" do not pay for any loss, cost, or expense arising out of any claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of:
 - a. wet rot; dry rot; a bacterium; a fungus, including but not limited to mildew and mold; or a protist, including but not limited to algae and slime mold; or
 - b. a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

- b. a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, a fungus, or a protist, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

AP 0689 06 02

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EXCLUSION -- EXTERIOR INSULATION AND FINISH SYSTEMS

The Commercial Liability Coverage is amended as follows:

1. Under Definitions, the following definition is added:

"EIFS" means an exterior wall cladding or finish system used on any part of any structure consisting of:

- a. a rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
- b. an adhesive or mechanical attachment of the insulation board to the substrate;
- c. a reinforced base coat on the face of the insulation board or base coat and mesh;
- d. a protective finish applied to the surface of the base coat providing surface texture to which color may be added; and
- e. any conditioners, primers, accessories, flashings, coatings, caulking, and sealants that interact to form an energy efficient wall.

2. The following exclusions are added:

- a. "We" do not pay for actual or alleged "bodily injury" or "property damage" (or "personal injury" or "advertising injury", when provided by this policy) that arises out of the design, manufacture, sale, service, construction, fabrication, preparation, installation, application, maintenance, or repair, including any remodeling, correction, or replacement of an "EIFS" or any part thereof, or any substantially similar system or any part thereof, including any method or procedure to correct problems with installed systems performed by or on behalf of an "insured".

- b. "We" do not pay for actual or alleged "bodily injury" or "property damage" (or "personal injury" or "advertising injury", when provided by this policy) that arises out of "your work" and that results directly or indirectly from any exterior component, fixture, or feature of any structure if an "EIFS" is used on any part of that structure.

- c. "We" do not pay for actual or alleged "bodily injury" or "property damage" included in the "products/completed work hazard" and that results directly or indirectly from any exterior component, fixture, or feature of any structure if an "EIFS" is used on any part of that structure.

- d. "We" do not pay for "bodily injury" or "property damage" liability assumed by an "insured" under a contract or agreement for the design, manufacture, sale, service, construction, fabrication, preparation, installation, application, maintenance, repair, including any remodeling, correction, or replacement of an "EIFS" or any part thereof, or any substantially similar system or any part thereof.

AP 0690 06 02

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CANNABIS LIABILITY EXCLUSION

(Entries required to complete the Schedule will
be shown below or on the "declarations".)

Schedule

☒ **Exempt Hemp Item And Activity Option**

☐ **Exempt Cannabis Item Option**

Description of exempt item(s):

☐ **Exempt Cannabis Activity Option**

Description of exempt activity:

The Commercial Liability Coverages are amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

For the purposes of this endorsement, the following definitions are added:

1. "Cannabis" means:

- a. marihuana, as defined by the Federal Food and Drug Law at 21 U.S.C. Section 802, including any amendments;
- b. any material containing tetrahydrocannabinol (THC), whether natural or synthetic; or
- c. any material, good, or product taken from, containing, or made from material described in item a. or b. above.

2. "Cannabis activity" means any activity that involves the cultivation, delivery, disposal,

distribution, furnishing, handling, labeling, manufacture, packaging, possession, processing, production, sale, serving, storage, testing, trading, or transfer of "cannabis" in any form.

3. "Cannabis exposure" means any actual, alleged, or threatened:

- a. exposure to;
- b. presence of; or
- c. consumption, inhalation, ingestion, or absorption of;

"cannabis" in any form.

4. "Exempt cannabis activity" means any activity:

- a. described under the Exempt Cannabis Activity Option in the Schedule; and
- b. performed by an "insured".

5. "Exempt cannabis item" means any item described under the Exempt Cannabis Item Option in the Schedule.

6. "Hemp" means any "cannabis" material, good, or product that:
- has a THC concentration at the time of the injury or damage that is within the legal limit permitted for hemp under federal law; and
 - is not illegal or prohibited at the time of the injury or damage under any applicable federal, state, or local law or regulation.

EXCLUSIONS

Under Exclusions That Apply To Bodily Injury, Property Damage, Personal Injury, And/Or Advertising Injury, the following are added:

- Cannabis Activity Or Exposure
 - "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of any:
 - "cannabis activity"; or
 - "cannabis exposure".
 - This exclusion applies, but is not limited, to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of any material that escapes, leaches, leaks, migrates, or seeps, or is:
 - discharged;
 - dispersed;
 - disposed of;
 - emitted;
 - produced;
 - released; or
 - spilled;as a result of "cannabis activity" or "cannabis exposure".
 - This exclusion applies regardless of the theory of liability pursued, asserted, or claimed against the "insured" seeking coverage for "damages" because of "bodily injury", "property damage",

"personal injury", or "advertising injury" described in item a. or b. above, including but not limited to negligence in supervising, monitoring, hiring, employing, training, or instructing another person or entity.

d. Exceptions

- Item a.2) above does not apply to "bodily injury" or "property damage" arising out of the consumption, inhalation, ingestion, or absorption of "cannabis" by:

- an "insured"; or
- a person for whom "you" have a legal responsibility;

but only if such "bodily injury" or "property damage" does not also arise out of "cannabis activity" performed by "you" or on "your" behalf.

- If the Exempt Hemp Item And Activity Option is selected in the Schedule above, this exclusion does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of:

- "cannabis activity" that involves only "hemp"; or
- exposure to, or the presence, consumption, inhalation, ingestion, or absorption of, "hemp".

- If the Exempt Cannabis Item Option is selected in the Schedule, this exclusion does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of:

- the possession, disposal, storage, or sale of any "exempt cannabis item" by an "insured"; or
- exposure to, or the presence, consumption, inhalation, ingestion, or absorption of, any "exempt cannabis item".

- 4) If the Exempt Cannabis Activity Option is selected in the Schedule, this exclusion does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of any "exempt cannabis activity".
2. Cannabis Property -- "We" do not pay for "property damage" to "cannabis".

However, this exclusion does not apply to "hemp", whether or not the Exempt Hemp Item And Activity Option is selected in the Schedule above.

CONDITIONS

The following conditions are added only with respect to the "terms" of this endorsement:

1. **Conflict of Law** -- The "terms" of this endorsement apply even if:

- a. "cannabis"; or
- b. "cannabis activity";

is legal in the state, district, or territory in which this policy was issued or the injury or damage occurs.

2. **Other Terms Remain in Effect** -- The "terms" of this endorsement cannot be construed to provide coverage for any liability, loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

AP 0695 08 21

CANNABIS PROPERTY EXCLUSION

(Entries required to complete the Schedule will
be shown below or on the "declarations".)

Schedule

- ☒ **Exempt Hemp Item And Activity Option**
- ☐ **Exempt Cannabis Item Option**
- Description of exempt item(s):
- ☐ **Exempt Cannabis Activity Performed By Insured Option**
- Description of exempt activity:
- ☐ **Exempt Cannabis Activity Performed By Tenant Option**
- Description of exempt activity:

The Property Coverages are amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

For the purposes of this endorsement, the following definitions are added:

1. "Cannabis" means:
 - a. marihuana, as defined by the Federal Food and Drug Law at 21 U.S.C. Section 802, including any amendments;
 - b. any material containing tetrahydrocannabinol (THC), whether natural or synthetic; or
 - c. any material, good, or product taken from, containing, or made from material described in item a. or b. above.
2. "Cannabis activity" means any activity that involves the cultivation, delivery, disposal, distribution, furnishing, handling, labeling, manufacture, packaging, possession, processing, production, sale, serving, storage, testing, trading, or transfer of "cannabis" in any form.
3. "Exempt cannabis activity" means any activity:
 - a. described under the Exempt Cannabis Activity Performed By Insured Option in the Schedule above; and
 - b. performed by a person or entity insured under this policy.
4. "Exempt cannabis item" means any item described under the Exempt Cannabis Item Option in the Schedule.
5. "Exempt tenant activity" means any activity:
 - a. described under the Exempt Cannabis Activity Performed By Tenant Option in the Schedule; and

- b. performed by a commercial tenant of a building or structure insured under this policy.
- 6. "Hemp" means any "cannabis" material, good, or product that:
 - a. has a THC concentration at the time of loss that is within the legal limit permitted for hemp under federal law; and
 - b. is not illegal or prohibited at the time of loss under any applicable federal, state, or local law or regulation.

PROPERTY COVERED

Under Property Not Covered, the following is added:

Cannabis

- a. "We" do not cover "cannabis" in any form or quantity.
- b. Exceptions
 - 1) If the Exempt Hemp Item And Activity Option is selected in the Schedule above, this exclusion does not apply to "hemp".
 - 2) If the Exempt Cannabis Item Option is selected in the Schedule, this exclusion does not apply to any "exempt cannabis item".

COVERAGE C -- LOSS OF INCOME

Under Exclusions And Limitations, the following is added:

Cannabis Activity

- a. "We" do not cover:

- 1) earnings related to "cannabis activity", including but not limited to rent from tenants engaged in "cannabis activity"; or
- 2) extra expenses:
 - a) related to any property used for "cannabis activity"; or
 - b) incurred as a result of any applicable state or local law or regulation concerning "cannabis" or "cannabis activity".

b. Exceptions

- 1) If the Exempt Hemp Item And Activity Option is selected in the Schedule above, this exclusion does not apply to "cannabis activity" that involves only "hemp".
- 2) If the Exempt Cannabis Item Option is selected in the Schedule, this exclusion does not apply to earnings or extra expenses directly related to any "exempt cannabis item".
- 3) If the Exempt Cannabis Activity Performed By Insured Option is selected in the Schedule, this exclusion does not apply to earnings or extra expenses directly related to any "exempt cannabis activity".
- 4) If the Exempt Cannabis Activity Performed By Tenant Option is selected in the Schedule, this exclusion does not apply to earnings or extra expenses directly related to any "exempt tenant activity".

PERILS EXCLUDED

The following is added:

Cannabis Activity

- a. "We" do not pay for loss arising out of any "cannabis activity" performed by or at the direction of any:

- 1) person or entity insured under this policy; or
 - 2) tenant, roomer, boarder, or guest of a building or structure insured under this policy.
- b. This exclusion applies, but is not limited, to loss arising out of any material that escapes, leaches, leaks, migrates, or seeps, or is:
- 1) discharged;
 - 2) dispersed;
 - 3) disposed of;
 - 4) emitted;
 - 5) produced;
 - 6) released; or
 - 7) spilled;
- as a result of "cannabis activity".
- c. Exceptions
- 1) To the extent that this policy provides coverage for loss caused by fire or explosion, this exclusion does not apply to direct loss to covered property caused by a fire or explosion resulting from "cannabis activity".
 - 2) If the Exempt Hemp Item And Activity Option is selected in the Schedule above, this exclusion does not apply to "cannabis activity" that involves only "hemp".
 - 3) If the Exempt Cannabis Activity Performed By Insured Option is selected in the Schedule, this exclusion does not apply to loss arising out of any "exempt cannabis activity".

- 4) If the Exempt Cannabis Activity Performed By Tenant Option is selected in the Schedule, this exclusion does not apply to loss arising out of any "exempt tenant activity".

OTHER PROPERTY COVERAGE CONDITIONS

The following conditions are added only with respect to the "terms" of this endorsement:

1. **Conflict of Law** -- The "terms" of this endorsement apply even if:
 - a. "cannabis"; or
 - b. "cannabis activity";is legal in the state, district, or territory in which this policy was issued or the loss occurs.
2. **Other Terms Remain in Effect** -- The "terms" of this endorsement cannot be construed to provide coverage for any liability, loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

AP 0696 08 21

CERTIFIED TERRORISM LOSS

The Contractors Special Policy is amended as follows:

COMMON POLICY DEFINITIONS

1. The following definitions are added.
 - a. "Certified act of terrorism" means an 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:
 - 1) to be an act of terrorism;
 - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and
 - 4) 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.
 - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
- b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".

COMMERCIAL LIABILITY COVERAGES

2. The "terms" of any terrorism exclusion that is part of or that is attached to this policy are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".

3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

PROPERTY COVERAGES

4. The "terms" of any terrorism exclusion that is part of or that is attached to this policy are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".

5. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

- 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
- b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by the Property Coverages section of this policy under:
- 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

6. The following provisions are added.

- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Property Coverages section of this policy provide coverage for any loss that would otherwise be excluded by the Property Coverages section of this policy under:

AP 0700 01 15

OTHER INSURANCE AMENDMENT

The Commercial Liability Coverages are amended as follows.

CONDITIONS

Item 2.c. under Conditions is deleted and replaced by the following:

- c. Insurance under this Commercial Liability Coverage is excess over any other insurance:
 - 1) if the other insurance, whether primary, excess, contingent, or on any other basis, provides:
 - a) fire, extended coverage, builders' risk, installation risk, or similar coverage for "your work"; or
 - b) fire insurance for premises rented to "you";
 - 2) if the other insurance applies to any loss arising out of the maintenance or use of aircraft, "autos", or watercraft which may be covered by this policy; or
 - 3) if the other insurance is primary insurance and is available to "you" to coverage liability arising out of the:
 - a) premises or operations;
 - b) completed work; or
 - c) products;
- for which "you" have been added as an additional insured by endorsement to the policy.

INFORMATION DISTRIBUTION AND RECORDING VIOLATIONS EXCLUSION

The Commercial Liability Coverages are amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

EXCLUSIONS

The following exclusion is added under Exclusions That Apply To Bodily Injury, Property Damage, Personal Injury, And/Or Advertising injury:

"We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" arising directly or indirectly out of violations of or alleged violations of:

- a. the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- b. the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- c. the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or
- d. any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.

EXCLUSION -- COMMUNICABLE DISEASE

The Commercial Liability Coverages are amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

EXCLUSIONS

The following exclusions are added under Exclusions That Apply To Bodily Injury, Property Damage, Personal Injury, And/Or Advertising Injury:

1. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" that arises out of the actual or alleged transmission of a communicable disease by:
 - a. a person;
 - b. an "insured's" property, including "products"; or
 - c. the property of others in the care, custody, or control of an "insured".

This exclusion applies even if the claim or suit against any "insured" alleges negligence or other improper action in the:

- a. failure to report the communicable disease to proper authorities;

- b. failure to prevent the spread of the communicable disease;
 - c. hiring, supervising, training, employing, or monitoring of others who may be infected with and spread a communicable disease; or
 - d. testing or failure to test for a communicable disease.
2. "We" do not pay for 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 a communicable disease or the conditions to which a communicable disease 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 a communicable disease or the conditions to which a communicable disease is attributed.

AP 0853 09 09

CONTRACTORS SPECIAL POLICY

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Endorsements may also apply. They are identified on the "declarations" page. Refer to the Definitions for words that have special meanings. These words are shown in quotation marks or bold type.

AGREEMENT

Subject to all the "terms" that apply, and in return for "your" payment of the required premium, "we" provide the coverages described in this policy during the policy period.

This Common Policy Conditions Section contains additional "terms" that apply to all coverages provided by this policy.

1. **Assignment** -- This policy may not be assigned without our written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" a written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days before the cancellation is effective. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** -- A change or waiver of "terms" of this policy must be issued by "us" in writing to be valid.
4. **Conformity With Statute** -- "Terms" of this policy, in conflict with the statutes of the state where the premises described are located, are amended to conform to such statutes.

5. **Cooperation** -- In case of loss, "you" must cooperate in performing all acts required by this policy.
6. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.
7. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
8. **Liberalization** -- If "we" adopt a revision of forms during a policy period which broadens this policy without additional premium, the broadened coverage will automatically apply to this policy. This also applies if "we" adopt the revision within 60 days before this policy is effective.
9. **Misrepresentation, Concealment, or Fraud** -- This coverage is void as to "you" and any other "insured" if, before or after a loss:
 - a. "you" have or any other "insured" has willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) the "insured's" interest herein; or
 - b. there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.

COMMON POLICY DEFINITIONS

1. The words "you" and "your" mean the person, persons, or organization named as the insured on the "declarations".
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Basic territory" means the United States of America, its territories and possessions, Canada, and Puerto Rico.
4. "Declarations" means all pages labeled "declarations", "supplemental declarations", or "schedules", which pertain to this policy.
5. "Limit" means the amount of coverage that applies.
6. "Pollutants" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
7. "Terms" means provisions, limitations, exclusions, conditions, and definitions that apply.

COMMERCIAL LIABILITY COVERAGES

This Liability Coverage Section contains the definitions, coverage descriptions, exclusions, limitations, and conditions that apply to the Liability Coverages.

DEFINITIONS

1. "Advertising injury" means injury (other than "bodily injury", "property damage", or "personal injury") arising out of one or more of the following offenses:
 - a. oral or written publication of material:
 - 1) that slanders or libels a person or organization;
 - 2) that disparages a person's or organization's goods, products, or services; or
 - 3) that violates a person's right of privacy.
 - b. misappropriation of advertising ideas or style of doing business.
 - c. infringement of copyright, title, slogan, trademark, or trade name.
2. "Auto" means a land motor vehicle, a trailer, or a semi-trailer which is designed for use on public roads.

"Auto" includes attached machinery and equipment.
3. "Bodily injury" means bodily harm, sickness, or disease sustained by a person and includes required care and loss of services. "Bodily injury" includes death that results from bodily harm, sickness, or disease. "Bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from a physical injury.
4. "Coverage territory" means:
 - a. the "basic territory";
 - b. international waters or airspace, only if the "bodily injury", "property damage", "personal injury", or "advertising injury" occurs in the course of travel to or from the "basic territory";
 - c. the world, if the injury or damage arises out of:
 - 1) "products" "you" have made or sold in the "basic territory"; or
 - 2) the activities of a person who normally resides in the "basic territory", but is away for a short time on "your" business; andprovided that the "insured's" liability to pay "damages" has been determined in a suit on the merits in the "basic territory", or in a settlement that "we" have agreed to.
5. "Damages" means compensation in the form of "money" for a person who claims to have suffered an injury.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Impaired property" means tangible property (other than "products" or "your work"):
 - a. whose value has been decreased:
 - 1) because it includes "products" or "your work" that is, or is believed to be, deficient or dangerous; or
 - 2) because "you" failed to carry out the terms of a contract; and

- b. whose value can be restored:
 - 1) by the repair, replacement, adjustment, or removal of "products" or "your work"; or
 - 2) by "your" fulfilling the terms of the contract.

8. "Insured" means:

- a. "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if shown on the "declarations" as an individual;
- b. "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if shown on the "declarations" as a partnership or a joint venture;
- c. "you" and all "your" members and managers, but only while acting within the scope of their duties, if shown on the "declarations" as a limited liability company; and
- d. "you" and all of "your" executive officers and directors, but only while acting within the scope of their duties, if shown on the "declarations" as an organization (other than a partnership, joint venture, or limited liability company). It also includes "your" stockholders, but only for their liability as such.

"Insured" also includes:

- e. any person or organization, except "your" "employees", while acting as "your" real estate manager;
- f. if "you" die during the policy period, "your" legal representative while acting within the scope of those duties as such, or a person who has custody of "your" property with respect to liability arising out of the maintenance or use

of that property until "your" legal representative is appointed. "Your" legal representative has all "your" rights and duties under this coverage;

- g. with respect to the operation, with "your" permission, of mobile equipment:

- 1) "your" "employee" in the course of employment. This does not apply to a fellow "employee" injured in the course of employment;
- 2) any other person, including another person or an organization legally liable for the conduct of such person, but only:
 - a) for liability arising out of the operation of the equipment; and
 - b) if there is no other insurance covering the liability available to them;
- 3) no person or organization is an "insured" for "property damage" to property owned by, rented to, in the charge of, or occupied by "you", or an employer of any person who is an "insured" under paragraph g.

- h. "your" "employees", for acts within the scope of their employment by "you" (this does not include "your" managers if "you" are a limited liability company or "your" executive officers if "you" are an organization other than a limited liability company). None of these "employees" are "insureds" for:

- 1) "bodily injury", "personal injury", and "advertising injury" to "you" or to a fellow "employee"; or
- 2) "property damage" to property owned by, rented to, or loaned to "employees", or any of "your" partners or members and their spouses (if "you" are a joint venture or a partnership), or any of "your" members (if "you" are a limited liability company).

- i. any organization (other than a joint venture, partnership, or limited liability company) newly acquired or formed by "you", and in which "you" have a majority interest.

Such an organization is not an "insured":

- 1) if there is other similar insurance available to it;
- 2) after 90 days immediately following that acquisition or formation or the end of the policy period, whichever is earlier;
- 3) for "bodily injury" or "property damage" that occurred prior to the acquisition or formation; or
- 4) for "personal injury" or "advertising injury" arising out of an offense committed prior to the acquisition or formation.

No person or organization is an "insured" with respect to the conduct of a current or past partnership, joint venture, or limited liability company that is not named on the "declarations" as an "insured".

- 9. "Leased worker" means a person whom "you" lease from a labor leasing firm under a contract or agreement to perform duties related to the conduct of "your" business. "Leased worker" does not include a "temporary worker".
- 10. "Loading or unloading" means the movement of property:
 - a. starting with after it is removed from the point where it has been accepted for transit by an "auto", aircraft, or watercraft;
 - b. continuing while it is in or on such "auto", aircraft, or watercraft; and

- c. ending when it has been removed from the "auto", aircraft, or watercraft at its point of destination.

This includes the movement of property by a hand truck or any mechanical device only when attached to an "auto", aircraft, or watercraft.

- 11. "Occurrence" means an accident and includes repeated exposure to similar conditions.
- 12. "Personal injury" means injury (other than "bodily injury", "property damage", or "advertising injury") arising out of one or more of the following offenses:
 - a. oral or written publication of material:
 - 1) that slanders or libels a person or organization;
 - 2) that disparages a person's or an organization's goods, products, or services; or
 - 3) that violates a person's right of privacy;
 - b. false arrest, detention, or imprisonment;
 - c. malicious prosecution; or
 - d. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.
- 13. "Products/completed work hazard" --
 - a. "Products hazard" means "bodily injury" or "property damage" occurring away from premises "you" own or rent and arising out of "products" after physical possession of the "products" has been relinquished to others.

- b. "Completed work hazard" means "bodily injury" or "property damage" occurring away from premises "you" own or rent and arising out of "your work". It does not include work that has not been completed, or that has not been abandoned.

"Your work" is deemed completed at the earliest of the following times:

- 1) when all work specified in "your" contract has been done;
- 2) when all "your work" to be done at a job site has been completed if "your" contract includes work at more than one site; or
- 3) when "your work" 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 job site.

Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, shall be deemed completed.

- c. Neither of these hazards 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, created by "loading or unloading"; or
 - 2) the presence of tools, uninstalled equipment, or abandoned or unused materials.

14. "Products" means goods or products manufactured, sold, handled, distributed, or disposed of by "you", others trading under "your" name, or a person or organization whose business or assets "you" have acquired.

- a. "Products" includes:

- 1) warranties or representations made at any time with respect to the fitness, quality, durability, or performance of "products";
- 2) containers (other than vehicles), materials, parts, or equipment furnished in connection with such "products"; and
- 3) providing or failure to provide warnings or instructions.

- b. "Products" does not include:

- 1) vending machines or other property that is rented to or placed for the use of others, but not sold; or
- 2) real property.

15. "Property damage" means:

- a. physical injury or destruction of tangible property; or
- b. the loss of use of tangible property whether or not it is physically damaged. Loss of use is deemed to occur at the time of the "occurrence" that caused it.

16. "Temporary worker" means a person who is furnished to "you" as a temporary substitute for an "employee".

17. "Your work" means:

- a. work or operations performed by "you" or on "your" behalf;
- b. materials, parts, and equipment supplied for such work or operations;
- c. written warranties or representations made at any time regarding quality, fitness, durability, or performance of any of the foregoing; and
- d. providing or failing to provide warnings or instructions.

PRINCIPAL COVERAGES

"We" provide insurance for the following coverages indicated by a specific "limit" or premium charge on the "declarations".

COVERAGE L -- BODILY INJURY LIABILITY/ PROPERTY DAMAGE LIABILITY

"We" pay all sums which an "insured" becomes legally obligated to pay as "damages" due to "bodily injury" or "property damage" to which this insurance applies. The "bodily injury" or "property damage" must be caused by an "occurrence" which takes place in the "coverage territory", and the "bodily injury" or "property damage" must occur during the policy period.

COVERAGE M -- MEDICAL PAYMENTS

1. "We" pay the medical expenses defined below for "bodily injury" caused by an accident:
 - a. on premises "you" own or rent;
 - b. on ways adjacent or next to premises "you" own or rent; or
 - c. arising out of "your" operations.
2. "We" pay such expenses regardless of fault but only if:
 - a. they arise out of an accident that occurred in the "coverage territory" and during the policy period; and
 - b. they are incurred and reported within one year of the accident.
3. Medical expenses means the reasonable and necessary expenses for:
 - a. medical, surgical, x-ray, and dental services, including prosthetic devices and eye glasses;

- b. ambulance, hospital, professional nursing, and funeral services; and
- c. first aid at the time of an accident.

COVERAGE N -- PRODUCTS/COMPLETED WORK

"We" pay all sums which an "insured" becomes legally obligated to pay as "damages" due to "bodily injury" or "property damage" arising out of the "products/completed work hazard" to which this insurance applies. The "bodily injury" or "property damage" must be caused by an "occurrence" which takes place in the "coverage territory", and the "bodily injury" or "property damage" must occur during the policy period.

COVERAGE O -- FIRE LEGAL LIABILITY

"We" pay for "property damage" to buildings, or parts thereof, which "you" rent from another, or which are loaned to "you", if the "property damage" is caused by fire or explosion for which "you" are legally liable. Buildings include fixtures permanently attached thereto.

All of the exclusions otherwise applicable to "property damage" do not apply to this coverage. However, "we" do not cover:

1. liability arising under any contract or agreement to indemnify any person or organization for damage by fire to the premises;
2. liability arising out of the rendering or failure to render a professional service; except as covered under Incidental Medical Malpractice Injury Coverage; or
3. liability arising out of "property damage":
 - a. which is expected by, directed by, or intended by the "insured"; or
 - b. that is the result of intentional and malicious acts of the "insured".

COVERAGE P -- PERSONAL INJURY LIABILITY/ADVERTISING INJURY LIABILITY

"We" pay all sums which an "insured" becomes legally obligated to pay as "damages" due to "personal injury" or "advertising injury" to which this insurance applies.

1. "We" cover:

- a. "personal injury" arising out of an offense committed in the course of "your" business, excluding advertising, publishing, broadcasting, or telecasting done by "you" or on "your" behalf; and
- b. "advertising injury" arising out of an offense committed in the course of advertising "your" goods, products, or services.

2. The "personal injury" or "advertising injury" offense must be committed:

- a. within the "coverage territory"; and
- b. during the policy period.

SUPPLEMENTAL COVERAGES

Subject to all the "terms" of the Principal Coverages, "we" provide the following supplemental coverages. They do not increase the "limits" stated for the Principal Coverages.

CONTRACTUAL LIABILITY

1. "We" cover "bodily injury" or "property damage" liability which is assumed under the following contracts or agreements:

- a. lease of premises;
- b. easement or license agreement (this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad);

c. promise to indemnify a municipality if required by an ordinance (this does not apply in connection with work done for the municipality);

d. sidetrack agreement;

e. elevator maintenance agreement; or

f. any part of any other contract or agreement relating to the conduct of "your" business (including an indemnification of a municipality in connection with work performed for a municipality) under which "you" assume tort liability to pay "damages" because of "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

2. This coverage does not apply to that part of any contract or agreement:

a. that indemnifies any person or organization for "bodily injury" or "property damage" arising out of operations within 50 feet of railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;

b. that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

- 1) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
- 2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

c. under which the "insured", if an architect, engineer, or surveyor, assumes liability for injury or damage arising out of the "insured's" rendering or failing to render professional

services, including those listed in 2.b.1) above, and supervisory, inspection, or engineering services; or

- d. that indemnifies any person or organization for damage by fire to premises rented or loaned to "you".

INCIDENTAL MEDICAL MALPRACTICE INJURY

- 1. "We" cover "bodily injury" arising out of the rendering or failure to render the following services:

- a. medical, surgical, dental, x-ray, or nursing services or treatment, or the furnishing of food or beverages in connection therewith;
- b. the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 2. This coverage does not apply to:

- a. expenses incurred by an "insured" for first aid to others at the time of an accident;
- b. an "insured" or an "employee" engaged in the business or occupation of providing any of the services described under 1.a. and 1.b. above; or
- c. injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described in 1.a. and 1.b. above.

MOBILE EQUIPMENT

"We" pay all sums for which an "insured" is legally liable for "bodily injury" or "property damage" resulting from mobile equipment, including attached equipment and machinery.

- 1. This coverage applies only to land motor vehicles that meet one or more of the following criteria:

- a. Those which are used only on premises owned by or rented to "you" (premises includes adjoining ways).

- b. Those which are designed primarily for use off public roads.

- c. Those which travel on crawler treads.

- d. Those which are self-propelled and designed or used only to afford mobility to the following types of equipment, which must be a part of or be permanently attached to such vehicle:

- 1) power cranes, shovels, loaders, diggers, or drills;
- 2) concrete mixers (this does not include the mix-in-transit type); and
- 3) graders, scrapers, rollers, and other road construction or repair equipment.

- e. Those which are not self-propelled, but are used primarily to afford mobility to the following types of equipment permanently attached thereto:

- 1) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment);
- 2) geophysical exploration, lighting, and well servicing equipment; and
- 3) cherry pickers and similar devices used to raise or lower workers.

- 2. This coverage does not apply to self-propelled vehicles with the following types of permanently attached equipment:

- a. equipment designed primarily for snow removal, street cleaning, road maintenance other than road construction, or resurfacing;

- b. cherry pickers and similar devices used to raise or lower workers;

- c. air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment); or
- d. geophysical exploration, lighting, and well servicing equipment.

"We" cover "bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraphs 2.b., 2.c., and 2.d. above.

"We" will provide any liability, uninsured motorists, no fault, or other coverages required by any motor vehicle insurance law. "We" will provide the required "limits" for such required coverage.

DEFENSE COVERAGE

Payments under this coverage are in addition to the "limits" for the Commercial Liability Coverage.

- 1. "We" have the right and duty to defend a suit seeking "damages" which may be covered under the Commercial Liability Coverage. "We" may make investigations and settle claims or suits "we" decide are appropriate.

Suit includes any alternative dispute resolution proceeding involving "bodily injury", "property damage", "personal injury", or "advertising injury" to which:

- a. "you" must submit; or
- b. "you" submit with "our" consent.

- 2. "We" do not have to provide defense after "we" have paid an amount equal to the "limit" as the result of:
 - a. a judgment; or
 - b. a written settlement agreed to by "us".

- 3. If "we" defend a suit, "we" will pay:
 - a. The costs taxed to the "insured".
 - b. The expenses incurred by "us".
 - c. The actual loss of earnings by the "insured" for the time spent away from work at "our" request. "We" pay up to \$100 per day.
 - d. The necessary expenses incurred by the "insured" at "our" request.
 - e. Pre-judgment interest awarded against the "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any pre-judgment interest based on that period of time after the offer.
 - f. The interest which accrues beginning with entry of a judgment and ending when "we" tender, deposit in court, or pay up to "our" "limit".
 - g. The cost of appeal bonds or bonds for the release of attachments up to "our" "limit". We are not required to apply for or furnish such bonds.
 - h. The cost, up to \$500, for bail bonds required of an "insured" because of an accident or traffic violation arising out of the use of a vehicle to which Coverage L applies. "We" are not required to apply for or furnish such bonds.

EXCLUSIONS

"We" do not pay for a loss if one or more of the following excluded events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded event.

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

1. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" liability which is assumed by the "insured" under a contract or an agreement.

This exclusion does not apply to:

- a. liability that an "insured" would have had in the absence of the contract or agreement; or
 - b. "bodily injury" or "property damage" covered under Contractual Liability Coverage, provided that the "bodily injury" or "property damage" occurs after the effective date of the contract or agreement.
2. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" that arises out of the rendering or the failure to render a professional service, except as covered under Incidental Medical Malpractice Injury Coverage.
 3. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" that arises out of the use of mobile equipment in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests.
 4. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" that arises out of transporting mobile equipment by an "auto" owned by, operated by, rented to, or loaned to any "insured".

5. "We" do not pay for "bodily injury", "property damage", "personal injury", and "advertising injury" that arises out of the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, "loading or unloading" of an "auto", aircraft, watercraft, or mobile equipment owned by, operated by, rented to, or loaned to any "insured".

This exclusion does not apply to:

- a. "bodily injury" or "property damage" that arises out of "autos" or mobile equipment covered under Mobile Equipment Coverage;
 - b. the parking of an "auto" on premises owned by, rented to, or controlled by "you" or on the ways immediately adjoining if the "auto" is not owned by or rented to or loaned to "you" or the "insured";
 - c. liability assumed under a contract covered under Contractual Liability Coverage for the ownership, maintenance, or use of an aircraft or a watercraft;
 - d. watercraft, if it is on shore on premises owned by, rented to, or controlled by "you"; or
 - e. watercraft, if it is not owned by "you" and is:
 - 1) less than 26 feet in length; and
 - 2) not being used to carry persons or property for a charge.
6. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" for which any "insured" may be held liable by reason of:
 - a. causing or contributing to the intoxication of a person;

- b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
- c. a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

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

- 7. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" that arises out of war. War includes undeclared war, civil war, insurrection, rebellion, or revolution, or an act or a condition of war.
- 8. "We" do not pay for "bodily injury" or "property damage":
 - a. which is expected by, directed by, or intended by the "insured"; or
 - b. that is the result of intentional and malicious acts of the "insured".

This exclusion does not apply to "bodily injury" that arises out of the use of reasonable force to protect people or property.

- 9. "We" do not pay for "bodily injury" or "property damage" included within the "products/completed work hazard" except as covered under Coverage N.
- 10. "We" do not pay for:
 - a. "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants":

- 1) at or from any premises, site, or location which is, or was at any time, owned by, occupied by, rented to, or loaned to any "insured", unless the "bodily injury" or "property damage" arises from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located;
- 2) 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;
- 3) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom any "insured" may be legally responsible; or
- 4) at or from any premises, site, or location where any "insured" or any contractor or subcontractor, directly or indirectly under "your" control, is working:
 - a) if the "pollutants" are brought on or to the premises, site, or location in connection with such work by such "insured", unless the "bodily injury" or "property damage" arises from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located; or
 - b) if the work is to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants".

- b. any loss, cost, or expense arising out of any:

- 1) request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
- 2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

11. "We" do not pay for:

- a. "bodily injury" or "personal injury" to an "employee" of the "insured" if it occurs in the course of employment by the "insured"; or
- b. consequential injury to a spouse, child, parent, brother, or sister of such injured "employee".

This exclusion applies where the "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third party for "damages" arising out of paragraph 11.a. or 11.b. above.

This exclusion does not apply to liability assumed by the "insured" under a contract covered under Contractual Liability Coverage.

12. "We" do not pay for "bodily injury" or "personal injury" if benefits are provided or are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.

13. "We" do not pay for "bodily injury" or "personal injury" that arises out of any:

- a. refusal to employ;
- b. termination of employment;
- c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions; or
- d. consequential "bodily injury" or "personal injury" as a result of 13.a., 13.b., or 13.c. above.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third party for "damages" arising out of paragraph 13.a., 13.b., 13.c., or 13.d. above.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PERSONAL INJURY AND/OR ADVERTISING INJURY

1. "We" do not pay for "personal injury" or "advertising injury" arising out of willful violation of an ordinance, statute, or regulation by an "insured" or with the "insured's" consent.
2. "We" do not pay for "personal injury" or "advertising injury" arising out of:
 - a. oral or written publication of material done by or at the direction of an "insured" who knew it was false; or
 - b. oral or written publication of the same or similar material by or on behalf of an "insured" that took place prior to the policy.

3. "We" do not pay for "advertising injury" arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract.
4. "We" do not pay for "advertising injury" arising out of the failure of goods, products, or services to conform with advertised quality or performance.
5. "We" do not pay for "advertising injury" arising from an offense committed by an "insured" whose business is advertising, broadcasting, publishing, or telecasting.
6. "We" do not pay for "advertising injury" arising out of wrong descriptions of the price of an "insured's" goods, products, or services.
7. "We" do not pay for:
 - a. "personal injury" or "advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time; or
 - b. any loss, cost, or expense arising out of any:
 - 1) request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - 2) claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

1. "We" do not pay for "property damage" to property owned by, occupied by, or rented to "you", except as covered under Coverage O.
2. "We" do not pay for "property damage" to premises "you" sell, give away, or abandon, if the "property damage" arises out of any part of those premises. This exclusion does not apply if the premises are "your work" and were not occupied, rented, or held for rental by "you".
3. "We" do not pay for "property damage" to property used by or loaned to "you". This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
4. "We" do not pay for "property damage" to either business or non-business personal property in the care, custody, or control of the "insured". This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
5. "We" do not pay for "property damage" to that specific part of real property on which work is being performed by:
 - a. "you"; or
 - b. a contractor or subcontractor working directly or indirectly on "your" behalf,if the "property damage" arises out of such work. This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
6. "We" do not pay for "property damage" to that specific part of any property that must be restored, repaired, or replaced because of faults in "your work". This exclusion does not apply to:

- a. "property damage" covered under the "products/completed work hazard" or
 - b. liability assumed under a sidetrack agreement.
7. "We" do not pay for "property damage" to "products" if the damage arises out of the "products" or their parts.
 8. "We" do not pay for "property damage" to "your work" if the "property damage" arises out of "your work" and is included in the "products/completed work hazard". This exclusion does not apply if damage to the work or the part of the work out of which the damage arises is performed by a subcontractor on "your" behalf.
 9. "We" do not pay for "property damage" to property that has not been physically injured or destroyed, or to "impaired property", that arises out of:
 - a. a delay or failure to perform a contract by "you" or one acting on "your" behalf; or
 - b. a defect, deficiency, inadequacy, or unsafe condition in "your work" or "products".

This exclusion does not apply to the loss of use of other property resulting from sudden and accidental physical injury to or destruction of "your work" or "products" after having been put to its intended use.
 10. "We" do not pay for any loss or expense incurred by "you" or anyone else arising out of the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal of (including any expenses involved in the withdrawal or recall) of "your work", "products", or "impaired property". This applies when the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal was because of a known or suspected defect, deficiency, or unsafe condition.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS

These exclusions apply in addition to the other exclusions that apply to "bodily injury".

1. "We" do not pay for medical expenses for "bodily injury" to an "insured".
2. "We" do not pay for medical expenses for "bodily injury" to a person hired by or on behalf of any "insured" to do work for:
 - a. an "insured"; or
 - b. a tenant of an "insured".
3. "We" do not pay for medical expenses for "bodily injury" to a person injured on that part of the premises owned by or rented to "you" that the person normally occupies.
4. "We" do not pay for medical expenses for "bodily injury" to a person injured while taking part in athletic activities.
5. "We" do not pay for medical expenses for "bodily injury" included in the "products/completed work hazard".
6. "We" do not pay for medical expenses for "bodily injury" to "your" members if "you" are a club.
7. "We" do not pay for medical expenses for "bodily injury" to a guest of a hotel, motel, or tourist court owned or operated by "you" or on "your" behalf.
8. "We" do not pay for medical expenses for "bodily injury" to a person if benefits are provided or required to be provided under any workers' compensation, nonoccupational disability, occupational disease, or like law.

9. "We" do not pay for medical expenses for "bodily injury" to a:
- student or camper enrolled in a program of any facility owned or operated by "you" or on "your" behalf; or
 - patient or inmate being treated or detained in a facility owned or operated by "you" or on "your" behalf.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice --**

- In the case of an "occurrence", or if an "insured" becomes aware of anything that indicates that there might be a claim under the Commercial Liability Coverage, "you" must arrange for prompt notice to be given to "us" or "our" agent. Notice to "our" agent is notice to "us".
- The notice to "us" must state:
 - the "insured's" name;
 - the policy number;
 - the time, the place, and the circumstances of the "occurrence", or the situation that indicates that there might be a claim; and
 - the names and addresses of all known and potential claimants and witnesses.

2. **Cooperation --** All "insureds" involved with an "occurrence" or an offense must cooperate with "us" in performing all acts required by the Commercial Liability Coverage.

3. **Volunteer Payments --** An "insured" must not make payments or assume obligations or other costs except at the "insured's" own cost. This does not apply to first aid to others at the time of "bodily injury".

4. **Other Duties --**

- If a claim is made or suit is brought, the "insured" must:
 - promptly send to "us" copies of all legal papers, demands, and notices; and
 - at "our" request, assist in:
 - a settlement;
 - the conduct of suits. This includes the attendance at trials or hearings;
 - the enforcing of rights against all parties who may be liable to an "insured" for the injury or damage;
 - the securing of and giving of evidence; and
 - obtaining the attendance of all witnesses.
- In the case of a medical payments loss:
 - the injured person (or one acting on such person's behalf) must:
 - give "us" written proof of claim (under oath if requested) as soon as practicable; and
 - give "us" permission to get copies of the medical records;
 - the injured person must submit to medical exams by doctors chosen by "us" when and as often as "we" may reasonably require.

HOW MUCH WE PAY

1. The "limits", shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:

- a. "insureds" under the Commercial Liability Coverage;
- b. persons or organizations who sustain injury or damage; or
- c. claims made or suits brought.

The payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

2. The General Aggregate Limit is the most "we" will pay during a policy period for the sum of:
- a. all "damages" under Coverage L, except "damages" due to "bodily injury" or "property damage" included under Coverage N;
 - b. all medical expenses under Coverage M; and
 - c. all "damages" under Coverage P.
3. The Products/Completed Work Hazard Aggregate Limit is the most "we" will pay during a policy period for "damages" due to "bodily injury" or "property damage" included under Coverage N.
4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most "we" will pay for the total of:

- a. "damages" under Coverages L, N, O, and P; and

- b. medical expenses under Coverage M.

due to all "bodily injury" and "property damage" arising out of a single "occurrence" or due to all "personal injury" and "advertising injury" sustained by one person or organization.

5. Subject to the Each Occurrence Limit, "our" "limit" for "property damage" covered under Coverage O is \$50,000 for each "occurrence" unless otherwise shown on the "declarations".
6. Subject to the General Aggregate Limit and the Each Occurrence Limit, the Coverage M Limit is the most that "we" will pay under Coverage M for all medical expenses because of "bodily injury" sustained by any one person.
7. The General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit apply separately to each consecutive 12-month period beginning with the inception date of the Commercial Liability Coverage shown on the "declarations". They also apply separately to any remaining policy period of less than 12 months, unless the Commercial Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining "limits".

CONDITIONS

1. **Bankruptcy** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under Commercial Liability Coverage.

2. Insurance Under More Than One Policy
-- (Applies to all coverages except Coverage M -- Medical Payments.)

- a. Insurance under this Commercial Liability Coverage is primary except as provided under paragraph 2.c. below, or unless otherwise stated. The amount of "our" liability is not reduced because of other insurance which applies to the loss on other than a primary basis.
- b. If the other insurance is also primary, "we" will share in the loss as follows:
 - 1) If the other insurance provides for contribution by equal shares, "we" will pay equal amounts with other insurers until:
 - a) the lowest applicable "limit" under any one policy is reached; or
 - b) the full amount of the loss is paid.

If part of the loss remains unpaid, "we" will pay an equal share with the other insurers until the full amount of the loss is paid, or until "we" have paid "our" "limit" in full.

- 2) If the other insurance does not provide for contribution by equal shares, "we" will pay, up to "our" "limit", no more than that proportion of the loss to which the applicable "limit" under this policy for such loss bears to the total applicable "limit" for all insurance against the loss.
- c. Insurance under this Commercial Liability Coverage is excess over any other insurance:
 - 1) if the other insurance, whether primary, excess, contingent, or on any other basis, provides:

- a) fire, extended coverage, builders' risk, installation risk, or similar coverage for "your work"; or
 - b) fire insurance for premises rented to "you"; or
- 2) if the other insurance applies to any loss arising out of the maintenance or use of aircraft, "autos", or watercraft which may be covered by this policy.
- d. When this insurance is excess over any other insurance:
 - 1) "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 do so. However, "we" will be entitled to the "insured's" rights against all those other insurers.
 - 2) "we" will pay "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 deductibles and self-insured amounts required by such other insurance.

"We" will share the remaining loss 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" shown on the "declarations" of this Commercial Liability Coverage.

3. Motor Vehicle Financial Responsibility Certification -- When Commercial Liability Coverage is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided

for "bodily injury" liability or "property damage" liability will comply with the provisions of the law to the extent of the coverage and "limits" of insurance required by that law.

4. **Premium** -- If the premium is shown on the "declarations" as a deposit premium, "we" will compute the final earned premium at the end of each audit period shown on the "declarations". If it is more than the deposit premium paid by "you", "we" will bill "you" for the difference. If the final earned premium is less than the deposit premium paid by "you", "we" will return the difference to "you". "You" must maintain records of the information that is necessary for computing the premium. Copies of the records must be sent to "us" at the end of the audit period or when requested by "us".
5. **Separate Insureds** -- Coverage provided under the Commercial Liability Coverage applies separately to each "insured" against whom claim is made or suit is brought. This does not affect the "limits" stated under How Much We Pay.
6. **Subrogation** -- If "we" pay under the Commercial Liability Coverage, "we" may require from an "insured" an assignment of any right of recovery. "We" are not liable under the Commercial Liability Coverage if any "insured" has impaired "our" right to recover. An "insured" may waive its right to recover, in writing, before an "occurrence" takes place.
7. **Suit Against Us** -- No suit may be brought against "us" unless:
 - a. all the "terms" of the Commercial Liability Coverage have been complied with; and

b. the amount of the "insured's" liability has been determined by:

- 1) a final judgment against an "insured" as a result of a trial; or
- 2) a written agreement by the "insured", the claimant, and "us".

No person has a right under the Commercial Liability Coverage to join "us" or implead "us" in actions that are brought to determine an "insured's" liability.

NUCLEAR ENERGY LIABILITY EXCLUSION

This insurance does not apply:

1. under any liability coverage, to "bodily injury" or "property damage":
 - a. 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 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
 - b. resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - 1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereto; or

- 2) 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.
2. 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.
3. under any liability coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
 - a. the "nuclear material":
 - 1) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured"; or
 - 2) has been discharged or dispersed therefrom;
 - b. the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, stored, processed, transported, or disposed of by or on behalf of an "insured"; or
 - c. 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 (c.) applies only to "property damage" to such "nuclear facility" and any property thereat.

NUCLEAR ENERGY LIABILITY DEFINITIONS

The following definitions apply to the Nuclear Energy Liability Exclusion:

1. "Hazardous Properties" -- These include radioactive, toxic, or explosive properties.
2. "Nuclear Material" -- This means "source material", "special nuclear material", or "by-product material".
3. "Source Material", "Special Nuclear Material", "By-product Material" -- These have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.
4. "Spent Fuel" -- This means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
5. "Waste" -- This 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".
6. "Nuclear Facility" -- This 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 sites, and all premises used for such operations.
7. "Nuclear Reactor" -- This means any apparatus designed or used:
- a. to sustain nuclear fission in a self-supporting chain reaction; or
 - b. to contain a critical mass of fissionable material.
8. "Property Damage" -- This includes all forms of radioactive contamination of property.

PROPERTY COVERAGES

This Property Coverage Section contains the definitions, coverage descriptions, perils, exclusions, limitations, and conditions that apply to Property Coverages.

DEFINITIONS

1. "Money" means currency, coins, bank notes in current use; and traveler's checks and money orders held for sale.
2. "Restoration period" means the time it should reasonably take to resume "your" normal business activities at the described premises starting from the date of loss caused by a covered peril, and ending on the date the property should be rebuilt, repaired, or replaced. This is not limited by the expiration date of the policy.

This does not include any increase in time due to the enforcement of any ordinance, law, or decree that regulates or requires:

- a. the construction, use, repair, or demolition of any property;
 - b. the testing, evaluating, observing, or recording the existence, level, or effects of "pollutants"; or
 - c. the clean up, removal, containment, treatment, detoxification, or neutralization of "pollutants".
3. "Securities" means negotiable and nonnegotiable instruments representing either "money" or other property. This includes tokens, tickets, revenue, or other stamps in current use, and evidences of debt used in connection with credit cards, but does not include "money".

4. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
5. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm, all except as excluded or limited.

Falling objects does not include loss to personal property in the open or to the interior of buildings or structures or personal property inside buildings or structures unless the exterior of the roof or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

6. "Valuable papers and records" means written, printed, or otherwise inscribed documents and records. This includes books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts.
7. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow. It does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover direct physical loss to property covered under Coverage A -- Buildings and Coverage B -- Business Personal Property caused by a covered peril.

COVERAGE A -- BUILDINGS

This means buildings and structures for which a "limit" is shown on the "declarations". This includes:

1. completed additions;
2. fixtures, machinery, and equipment which are a permanent part of the described building or structure;
3. outdoor fixtures;
4. personal property owned by "you" and used to maintain or service the described premises, including air-conditioning equipment; fire extinguishing apparatus; outdoor furniture; floor coverings; and appliances for refrigerating, cooking, dish washing, and laundering;
5. if not covered by other insurance:
 - a. additions under construction, alterations, and repairs to the building or structure; and
 - b. materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations, or repairs to the building or structure; and
6. "your" personal property in apartments or rooms furnished by "you" as landlord.

COVERAGE B -- BUSINESS PERSONAL PROPERTY

This means "your" business personal property in the buildings and structures described on the "declarations" or in the open (or in vehicles) on or within 100 feet of the described premises and for which a "limit" is shown on the "declarations". This includes:

1. "your" interest in personal property of others in "your" care, custody, or control, to the extent of "your" legal liability, plus the cost of "your" labor, material, and services;
2. "your" use interest as tenant in improvements to the described building or structure. Improvements are fixtures, alterations, installations, or additions:
 - a. to a building or structure "you" occupy but do not own; and
 - b. made or acquired at "your" expense and which cannot be legally removed by "you"; and
3. leased personal property which "you" have a contractual responsibility to insure.

PROPERTY NOT COVERED

The property described below is not covered under Coverage A -- Buildings or Coverage B -- Business Personal Property. Limited coverage for some of the property described below is included under Additional Coverages or Extensions of Coverage.

1. **Antennas, Fences, and Signs** -- Except as provided under Additional Coverages, "we" do not cover outdoor:
 - a. radio, television, satellite, dish-type, or other antennas or their masts, towers, or lead-in wiring;
 - b. fences; or
 - c. signs.

2. **Bullion** -- "We" do not cover bullion.
3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
4. **Land, Water, Growing Crops, or Lawns** -- "We" do not cover:
 - a. land, including land on which the property is located;
 - b. underground or surface water; or
 - c. growing crops or lawns.
5. **Lottery Tickets** -- "We" do not cover lottery tickets not held for sale.
6. **Money and Securities** -- "We" do not cover "money", or "securities".
7. **Trees, Shrubs, and Plants** -- Except as provided under Extensions of Coverages, "we" do not cover trees, shrubs, plants, or grain, hay, straw, or other crops, when outdoors.
8. **Vehicles and Aircraft** -- "We" do not cover aircraft or vehicles or self-propelled machines required to be licensed for use on public roads.
9. **Watercraft** -- "We" do not cover watercraft (including their motors, equipment, or accessories) while afloat.

ADDITIONAL PROPERTY EXCLUDED AND LIMITATIONS

The exclusions and limitations described below apply to Coverage A -- Buildings and Coverage B -- Business Personal Property.

1. **Boilers** -- "We" do not cover loss to steam boilers, steam pipes, steam turbines, or steam engines caused by any condition or occurrence within such equipment. "We" do cover loss to such equipment caused by the explosion of gas or fuel in a firebox, combustion chamber, or flue.

"We" do not cover loss to hot water boilers or water heaters caused by any condition or occurrence within such equipment other than explosion.

2. **Furs** -- "We" do not cover more than \$2,500 total in any one occurrence for loss by theft of furs or fur garments.
3. **Glass Breakage** -- "We" do not cover building glass breakage (other than glass building blocks) for more than \$100 for any plate, pane, multiple plate insulating unit, heating pane, jalousie, louver, or shutter, or more than \$500 in any one occurrence. These "limits" do not apply to loss by a "specified peril" other than vandalism.
4. **Glassware/Fragile Articles** -- "We" do not cover breakage of fragile articles such as glassware, statuary, porcelains, and bric-a-brac, except as a result of a "specified peril". This does not apply to glass that is a part of a building or structure; bottles or other containers held for sale; or lenses of photographic or scientific instruments.
5. **Interior of Buildings** -- "We" do not cover loss to the interior of buildings or structures or to personal property in the buildings or structures caused by rain, snow, sleet, ice, sand, or dust, unless:
 - a. entering through openings made by a covered peril; or
 - b. the loss is caused by the thawing of snow, sleet, or ice on the building or structure.
6. **Jewelry, Watches, Jewels, Pearls, Precious Stones, and Metals** -- "We" do not cover more than \$2,500 total in any one occurrence for loss by theft of jewelry; watches; watch movements; jewels; pearls; precious, or semi-precious stones; gold, silver, or other precious metals; or items consisting primarily of precious metals. This limitation does not apply to jewelry or watches worth \$100 or less per item.

7. **Missing Property** -- "We" do not cover missing property where the only proof of loss is unexplained or mysterious disappearance, shortage discovered on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
8. **Personal Property in the Open** -- "We" do not cover loss to personal property in the open caused by rain, snow, ice, or sleet.

ADDITIONAL COVERAGES

The following Additional Coverages apply at each premises for which a Coverage A or Coverage B "limit" is shown on the "declarations".

Unless otherwise stated, each additional coverage is an additional amount of insurance.

1. **Collapse** -- "We" pay for loss caused by direct physical loss involving collapse of a building or structure or any part of a building or structure caused only by one or more of the following:
 - a. a "specified peril"; all only as covered in the Property Coverages;
 - b. hidden decay;
 - c. hidden insect or vermin damage;
 - d. weight of people or business personal property;
 - e. weight of rain that collects on a roof; or
 - f. the use of defective materials or methods in construction, remodeling, or renovation if the "collapse" occurs during the course of the construction, remodeling, or renovation.

If otherwise covered under the Property Coverages, "we" do not pay for loss to the following types of property under items b. through f. above, unless the loss is a direct result of the collapse of a building or structure:

outdoor radio, television, satellite, dish-type, or other antennas including their masts, towers, or lead-in wiring; outdoor awnings or canopies or their supports; fences; gutters or downspouts; yard fixtures; outdoor swimming pools; piers, wharves, or docks; beach or diving platforms or appurtenances; retaining walls; foundations; or walks, roadways, or other paved surfaces.

Collapse does not include settling, cracking, shrinking, bulging, or expanding.

This does not increase the "limit" for the covered property.

2. **Debris Removal** -- "We" cover the cost to remove the debris of covered property that is caused by a covered peril. This coverage does not include costs to:

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

"We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" do not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

However, "we" pay an additional amount of debris removal expense up to \$10,000 when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

"We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

3. **Fire Department Service Charges** -- "We" pay up to \$1,000 to cover "your" liability required by local ordinance, or assumed by contract or agreement prior to the loss, for fire department service charges.

This coverage is limited to charges incurred when the fire department is called to save or protect covered property from a covered peril.

No deductible applies.

4. **Increased Costs -- Ordinance or Law** -- "We" pay up to \$5,000 for each described premises to cover the increased costs of a covered loss, including debris removal expense, resulting from the enforcement of any ordinance, law, or decree that regulates or requires:
- the construction, use, or repair of any property; or
 - the demolition of any property, in part or in whole, not damaged by a covered peril.

The ordinance, law, or decree must be in force at the time of loss.

5. **Pollutant Clean Up and Removal** -- "We" 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 a covered peril that occurs during the policy period.

"We" pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants" only when the expense of extracting the "pollutants" is covered by this Additional Coverage.

The most "we" pay for each described premises is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12 month period of this policy. The expenses are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

6. **Removal** -- "We" cover loss to covered property while moved or being moved from the described premises for preservation from loss caused by a covered peril. "We" pay for any direct physical loss to that property. This coverage applies for up to 30 days after the property is first moved.

This does not increase the "limit" for the covered property.

7. **Tearing Out and Replacing** -- When loss caused by:

- water;
- other liquids;
- powder; or
- molten material

is covered, "we" also pay the cost of tearing out and replacing any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

"We" do not pay for damage to the system or appliance from which the water or other substance escapes. However, "we" pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage results in discharge of any substance from an automatic fire protection system, or is directly caused by freezing.

This does not increase the "limit" for the covered property.

8. **Antennas, Fences, and Signs** -- "We" pay up to \$2,500 for loss to "your" outdoor:

- a. radio, television, satellite, dish-type, or other antennas including their masts, towers, and lead-in wiring;
- b. fences; or
- c. signs,

caused by a covered peril. However, loss to fences is covered only for the perils of aircraft, civil commotion, explosion, fire, lightning, or riot.

EXTENSIONS OF COVERAGE

1. The following Extensions of Coverage apply when a "limit" is shown on the "declarations" for Coverage A -- Buildings.

Unless otherwise stated, each extension of coverage is an additional amount of insurance which applies to losses at the described premises caused by a covered peril.

- a. **Newly Acquired Buildings** -- "We" pay up to 25% of the "limit" shown on the "declarations" for Building Property, but not exceeding \$250,000, for loss to each building or structure being built or that "you" acquire during the policy period. "We" only cover loss at such locations within the "basic territory".

This coverage applies for 30 days after construction is started or for 30 days from the date "you" acquire the building or structure or until "you" report the newly acquired property to "us", whichever occurs first. This coverage does not extend beyond the end of the policy period.

"You" must pay any additional premium due from the date construction is started or the date "you" acquire the property.

- b. **Trees, Shrubs, and Plants** -- "We" pay up to \$1,000 for loss to "your" outdoor trees, shrubs, and plants. "We" only cover loss caused by aircraft, civil commotion, explosion, fire, lightning, or riot. This coverage is limited to \$250 for any one tree, shrub, or plant, including debris removal.

2. The following Extensions of Coverage apply when a "limit" is shown on the "declarations" for Coverage B -- Business Personal Property.

Unless otherwise stated, each extension of coverage is an additional amount of insurance which applies to losses at the described premises caused by a covered peril.

- a. **Personal Effects** -- "We" pay up to \$500, at each described premises, for loss to personal effects owned by "you", "your" officers, "your" partners, or "your" employees. This coverage is limited to \$100 for property owned by any one person.
- b. **Personal Property - Acquired Locations** -- "We" pay up to \$20,000 for loss to Business Personal Property at each location "you" acquire. "We" only cover loss at such locations within the "basic territory".

This coverage applies for 30 days from the date "you" acquire the location or until "you" report the acquired location to "us", whichever occurs first. This coverage does not extend beyond the end of the policy period.

"You" must pay any additional premium due from the date "you" acquire the location.

- c. **Personal Property -- Off Premises --**
"We" pay up to \$2,500, unless otherwise shown on the "declarations", for loss to covered property while temporarily at locations that "you" do not own, control, rent, or lease. "We" only cover loss at such locations within the "basic territory". This coverage includes property while in transit or at a job site.

Covered property includes:

- 1) portable tools and equipment, including spare parts and accessories; and
- 2) materials, supplies, machinery, and fixtures that are owned by "you", or for which "you" are legally liable.

"We" do not cover theft loss from unattended vehicles unless the loss results from forced entry of a securely locked compartment. There must be visible evidence that entry was forced.

- d. **Personal Property of Others --** "We" pay up to \$2,500, at each described premises, for loss to personal property of others in "your" care, custody, or control. This coverage is only for the benefit of the owners of the personal property.
- e. **Valuable Papers and Records - Research Cost --** "We" pay up to \$1,000, at each described premises, for the cost of research or other expenses necessary to reproduce, replace, or restore lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist.

COVERAGE C -- LOSS OF INCOME

"We" provide the coverages shown below during the "restoration period" when "your" normal business activities are necessarily interrupted by direct physical loss to real or personal property as a result of a covered peril during the policy period. This coverage applies only when the loss to real or personal property is at the described premises or in the open (or in vehicles) within 100 feet thereof.

"We" will pay only the loss of earnings and extra expenses incurred within 12 consecutive months after the date of direct physical loss or damage to property. When a "limit" of insurance for Coverage C is shown on the "declarations", "we" will not pay more for earnings and extra expense combined than the Coverage C "limit".

EARNINGS

"We" cover "your" actual loss of net income (net profit or loss before income taxes), payroll expense, interest, and other continuing operating expenses normally incurred and earned by "your" business.

"We" cover only the expenses that are necessary during the "restoration period". Consideration is given to continuation of payroll and other expenses to the extent necessary to resume "your" normal business activities with the same quality of service that existed before the loss.

"We" do not pay for any increase in loss due to "your" failure to use reasonable efforts to resume all or part of "your" normal business activities. This includes making use of other locations and property to reduce the loss.

If "your" normal business activities are not resumed as soon as possible, or if they are not resumed at all, the value of loss payment is based on the period of time it would have otherwise taken to resume "your" normal business activities as soon as possible.

In determining a loss, "we" consider the experience of "your" business before the loss and the probable experience had no loss occurred.

EXTRA EXPENSE

"We" cover the necessary extra expenses that "you" incur to resume or continue "your" normal business activities as nearly as practicable.

"We" cover only the extra expenses that are necessary during the "restoration period".

"We" cover extra expenses to repair, replace, or restore any property, but only to the extent that they reduce the loss otherwise payable under this coverage.

"We" cover extra expenses to research, replace, or restore information on damaged valuable papers and records, but only to the extent that they reduce the loss otherwise payable under this coverage.

"We" do not pay for any increase in loss due to "your" failure to use reasonable efforts to resume all or part of "your" normal business activities. This includes making use of other locations and property to reduce the loss.

If "your" normal business activities are not resumed as soon as possible, or if they are not resumed at all, the value of loss payment is based on the period of time it would have otherwise taken to resume "your" normal business activities as soon as possible.

The salvage value of any property bought for temporary use shall be deducted from the amount of loss determined for extra expense.

EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations are applicable to Coverage C -- Loss of Income.

1. **Electronic Information** -- "We" do not cover loss of earnings caused by damage to or loss of electronic information beyond:

- a. 60 consecutive days from the date of loss; or
- b. the time from the date of loss until the date "you" could reasonably rebuild, repair, or replace other damaged property at the described premises caused by the same occurrence,

whichever is greater.

Electronic information is media, programs, or records for electronic data processing or electronically controlled equipment including films, tapes, discs, drums, or cells.

2. **Fire Extinguishment** -- "We" do not cover expenses to put out a fire.
3. **Leases, Licenses, Contracts, or Orders** -- "We" do not cover any increase in loss due to the suspension, lapse, or cancellation of leases, licenses, contracts, or orders.

However, "we" do cover loss during the "restoration period" if the suspension, lapse, or cancellation results directly from the interruption of "your" normal business activities.

"We" do not cover any extra expense caused by the suspension, lapse, or cancellation of leases, licenses, contracts, or orders beyond the "restoration period".

4. **Strikes, Protests, and Other Interference** -
- "We" do not cover any increase in loss due to interference by strikers or other persons at the described premises. This applies to interference with rebuilding, repairing, or replacing the property or with resuming "your" normal business activities.
5. **Unnecessary Expenses** -- "We" do not cover any expenses that are not necessary during the "restoration period".

SUPPLEMENTAL LOSS OF INCOME COVERAGES

We provide the following extensions of Coverage C -- Loss of Income.

1. **Alterations and New Buildings** -- "We" extend "your" coverage to include loss caused by damage to:
 - a. additions or alterations;
 - b. new buildings or structures, completed or under construction; and
 - c. machinery, equipment, supplies, or building materials located on or within 100 feet of the described premises used in the construction, alterations, or additions; or incidental to the occupancy of new buildings or structures

at the described premises caused by a covered peril.

If such loss delays the start of "your" normal business activities, the "restoration period" starts from the time "your" normal business activities would have begun had no loss occurred.

This does not increase the "limit" for Coverage C -- Loss of Income.

2. **Interruption by Civil Authority** -- "We" extend "your" coverage to include loss while access to the described premises is specifically denied by an order of civil authority. This order must be a result of damage to property other than at the described premises and caused by a covered peril. This extension is limited to three consecutive weeks from the date of the order.

This does not increase the "limit" for Coverage C -- Loss of Income.

3. **Newly Acquired Locations** -- "We" extend "your" coverage for an amount up to \$100,000 to include loss caused by damage to property at locations "you" acquire. "We" only cover loss at such locations within the "basic territory". The damage must be caused by a covered peril.

This coverage applies for 30 days after "you" acquire the location or until "you" report the newly acquired location to "us", whichever occurs first. This coverage does not go beyond the expiration of this policy.

This is an additional amount of insurance.

4. **Period of Loss Extension** -- "We" extend "your" coverage to cover loss from the date the property that incurred the loss is rebuilt, repaired, or replaced until:
 - a. the end of 30 consecutive days (unless otherwise shown on the "declarations"); or
 - b. the date "you" could reasonably resume "your" normal business to the conditions that would have existed had no loss occurred,

whichever is earlier.

This does not increase the "limit" for Coverage C -- Loss of Income.

PERILS COVERED

The Perils Covered apply to Coverage A -- Buildings, Coverage B -- Business Personal Property, and Coverage C -- Loss of Income.

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

"We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

1. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this policy.

2. **Earth Movement or Volcanic Eruption** -- "We" do not pay for loss caused by any earth movement (other than "sinkhole collapse") or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to, earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

"We" do pay for direct physical loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

All volcanic eruptions that occur within a 168 hour period will be considered a single loss.

3. **Nuclear Hazard** -- "We" do not pay for loss caused by a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by, contributed to, or aggravated by a covered peril; and whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct physical loss by fire resulting from the nuclear hazard is covered.

4. **Ordinance or Law** -- "We" do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris; except as provided in the Additional Coverage for Increased Costs -- Ordinance or Law.

5. **Utility Failure** -- "We" do not pay for loss caused by interruption of power or other utility services resulting from any cause if the interruption takes place away from the described premises. Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.

"We" do pay for the direct physical loss by a covered peril which occurs on the described premises as a result of any power interruption.

6. **Water** -- "We" do not pay for loss caused by water. This means:
 - a. flood, surface water, waves, tidal water, or the overflow of a body of water. This includes spray that results from these whether driven by wind or not;

- b. water that backs up through a sewer or drain; and
- c. water below the surface of the ground. This includes water that exerts pressure on; or flows, seeps, or leaks through or into:
 - 1) basements whether paved or not;
 - 2) doors, windows, or other openings;
 - 3) foundations, floors, or paved surfaces; or
 - 4) swimming pools, septic tanks, or other structures.

If fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.

- 7. **War** -- "We" do not pay for loss caused by war. This means:
 - a. declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
 - b. a warlike act by a military force or by military personnel;
 - c. the destruction, seizure, or use of the property for a military purpose; or
 - d. the discharge of a nuclear weapon, even if it is accidental.
- 8. **Weather** -- "We" do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded in paragraphs 1. through 7. above.

"We" do pay for any resulting loss caused by a covered peril unless the resulting loss itself is excluded.

ADDITIONAL EXCLUSIONS

"We" do not pay for loss if one or more of the following exclusions apply to the loss:

- 1. **Animals** -- "We" do not pay for loss caused by nesting or infestation, or discharge or release of waste products or secretions of animals, including birds, or insects. "We" pay for any resulting breakage of building glass or loss caused by a "specified peril".
- 2. **Collapse** -- "We" do not pay for loss caused by collapse, except as provided in the Additional Coverage for Collapse. If loss caused by a covered peril results at the described premises, "we" pay for that resulting loss.
- 3. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in property that causes it to damage or destroy itself. "We" do pay for any resulting breakage of building glass or loss caused by a "specified peril".
- 4. **Criminal, Fraudulent, or Dishonest Acts** -- "We" do not pay for loss caused by criminal, fraudulent, dishonest, or illegal acts, alone or in collusion with another, by:
 - a. "you";
 - b. others who have an interest in the property;
 - c. others to whom "you" entrust the property;
 - d. "your" partners, officers, directors, trustees, joint venturers; or

- e. the employees (including leased employees) or agents of a., b., c., or d. above, whether or not they are at work.

This exclusion does not apply to acts of destruction of property by "your" employees (including leased employees), but theft by employees (including leased employees) is not covered by this policy.

5. **Defects, Errors, and Omissions** -- "We" do not pay for loss which results from one or more of the following:

- a. an act, error, or omission (negligent or not) relating to:
 - 1) land use;
 - 2) the design, specification, construction, workmanship, installation, or maintenance of property;
 - 3) planning, zoning, development, siting, surveying, grading, or compaction; or
 - 4) maintenance of property (including land, structures, or improvements);whether on or off the described premises;
- b. a defect, a weakness, the inadequacy, a fault, or unsoundness in materials used in construction or repair, whether on or off the described premises;
- c. the cost to make good an error in design; or
- d. a data processing error or omission in programming or giving improper instructions.

In addition, "we" do not pay for loss to Business Personal Property caused by deficiency or defects in design, specifications, materials, or workmanship, or caused by latent or inherent defects.

"We" do pay for any resulting loss caused by a covered peril unless the resulting loss itself is excluded.

- 6. **Electrical Currents** -- "We" do not pay for loss caused by arcing or by electrical currents other than lightning. If a fire results, "we" pay for only the loss caused by fire.
- 7. **Explosion** -- "We" do not pay for loss caused by explosion of steam boilers, steam pipes, steam turbines, or steam engines that "you" own or lease or that are operated under "your" control. If a fire or combustion explosion results, "we" do pay for the resulting loss. "We" also pay for loss caused by the explosion of gas or fuel in a firebox, combustion chamber, or flue.
- 8. **Freezing** -- "We" do not pay for loss caused by water, other liquids, powder, or molten material that leaks or flows from plumbing, heating, air-conditioning systems, or appliances (other than fire protective systems) as a result of freezing. This does not apply if "you" use reasonable care to maintain heat in the building or structure; or "you" drain the equipment and turn off the supply if the heat is not maintained.
- 9. **Mechanical Breakdown** -- "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force. "We" do pay for any resulting breakage of building glass or loss caused by a "specified peril".
- 10. **Pollutants** -- "We" do not pay for loss caused by release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril". "We" do pay for any resulting loss caused by a "specified peril".

11. **Seepage** -- "We" do not pay for loss caused by, or resulting from, continuous or repeated seepage or leakage from within a plumbing, heating, or air-conditioning system, or domestic appliance.
12. **Settling, Cracking, Shrinking, Bulging, or Expanding** -- "We" do not pay for loss caused by settling, cracking, shrinking, bulging, or expanding of pavements, footings, foundations, walls, ceilings, or roofs. "We" do pay for any resulting breakage of building glass or loss caused by a "specified peril".
13. **Smog** -- "We" do not pay for loss caused by smog.
14. **Smoke, Vapor, or Gas** -- "We" do not pay for loss caused by smoke, vapor, or gas from agricultural smudging or industrial operations.
15. **Temperature/Humidity** -- "We" do not pay for loss to personal property caused by dampness, dryness, or changes in or extremes of temperature. "We" do pay for any resulting breakage of building glass or loss caused by a "specified peril".
16. **Testing** -- "We" do not pay for loss caused by testing including start-up, performance, stress, pressure, or overload testing of the covered property.
17. **Voluntary Parting** -- "We" do not pay for loss caused by voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
18. **Wear and Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching. "We" do pay for any resulting breakage of building glass or loss caused by a "specified peril".

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.
2. **Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. "We" pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a covered peril if a covered peril has already caused a loss to covered property. However, "we" do not pay for such repairs or emergency measures performed on property which has not been damaged by a covered peril. This does not increase "our" "limit".
3. **Proof of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title or occupancy of the covered property during the policy period;

- e. detailed estimates for repair or replacement of covered property;
 - f. available plans and specifications of buildings or structures;
 - g. detailed estimates of any covered loss of income and expenses; and
 - h. an inventory of damaged and undamaged covered personal property showing in detail the quantity, description, cost, actual cash value, and amount of the loss. "You" must attach to the inventory copies of all bills, receipts, and related documents that substantiate the inventory. An inventory of undamaged personal property is not required if the total claim for a loss is less than \$10,000 and less than 5% of the total "limit" that applies to the covered property.
4. **Examination Under Oath** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of the others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all cancelled checks, relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "We" do not have to accept any abandonment of property.
9. **Intent to Continue Business** -- If "you" intend to continue "your" business, "you" must resume all or part of "your" business as soon as possible.
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VALUATION OF PROPERTY LOSSES

The valuation of property losses shall be based on the following provisions:

1. **Replacement Cost** -- The value of covered property is based on its replacement cost without a deduction for depreciation, unless Actual Cash Value Coverage is shown on the "declarations". However, these replacement cost "terms" do not apply to property described in paragraphs 2. through 10. below.

Replacement cost is limited to the cost of repair or replacement with similar materials on the same site and used for the same purpose. The payment shall not exceed the amount "you" spend to repair or replace the damaged or destroyed property.

Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced. "You" may make a claim for the actual cash value of the damaged property before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.

2. **Property Not Eligible for Replacement Cost** -- The value of the following property is based on its actual cash value at the time of the loss:

- a. household contents, except personal property in apartments or rooms furnished by "you" as landlord;
- b. manuscripts;
- c. objects of art, rarity, or antiquity;
- d. personal property of others; and
- e. used or second-hand merchandise held for sale or in storage.

Actual cash value includes a deduction for depreciation.

3. **Actual Cash Value** -- Paragraph 1. Replacement Cost, does not apply to property for which Actual Cash Value Coverage is shown on the "declarations".

The value of this property is based on its actual cash value at the time of the loss with a deduction for depreciation.

4. **Glass** -- The value of glass is based on the cost of safety glazing material where required by code, ordinance, or law.
5. **Loss to Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.
6. **Money** -- The value of "money" will be based on its face value.
7. **Pair or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of

the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

8. **Securities** -- The value of "securities" will be based on their actual cash value at the close of business on the day the loss was discovered.

9. **Tenant's Improvements** -- Tenant's improvements losses will be based on replacement cost, without a deduction for depreciation, if repaired or replaced at "your" expense within a reasonable time. The value of tenant's improvements losses is based on a portion of "your" original cost if not repaired or replaced within a reasonable time. This portion is determined as follows:

- a. Divide the number of days from the date of the loss to the expiration date of the lease by the number of days from the date of installation to the expiration date of the lease; and
- b. Multiply the figure determined in 9.a. above by the original cost.

If "your" lease contains a renewal option, the expiration of the lease in this procedure is replaced by the expiration of the renewal option period.

Tenant's improvements losses are not covered if repaired or replaced at another's expense.

10. **Valuable Papers and Records** -- The value of valuable papers and records, including those which exist on electronic or magnetic media (other than prepackaged software programs) is based on the cost of blank materials, and the labor to transcribe or copy the records when there is a duplicate.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- Except as provided under items a. and b. below, "we" will pay only that part of "your" loss over the deductible amount stated on the "declarations" in any one occurrence.
 - a. The most "we" will deduct from "your" loss under all of the following optional coverages is \$250 in any one occurrence:
 - 1) Employee Dishonesty;
 - 2) Glass;
 - 3) Money and Securities; and
 - 4) Outdoor Signs.
 - 5) Valuable Papers

If an occurrence results in loss under any of the optional coverages listed above, as well as in loss under other coverages, the \$250 deductible amount described in this provision will be subtracted from the deductible amount shown on the "declarations".
 - b. No deductible applies to:
 - 1) Optional Accounts Receivable Coverage
 - 2) Fire Department Service Charge; or
 - 3) Coverage C -- Loss of Income.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or

- c. the "limit" that applies to covered property.

4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim or loss sustained.
5. **Insurance Under More Than One Policy** -- "You" may have another policy subject to the same plan, "terms", conditions, and provisions as this policy. If "you" do, "we" pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".
6. **Automatic Increase** -- When a percentage increase is shown on the "declarations" for a Coverage A or Coverage B entry, the corresponding "limit" is increased annually by the percentage shown. The increase applies proportionally from the date of the most recent "limit". The increase applies only to the "limit" shown on the "declarations" for the corresponding Coverage A or Coverage B entry.

LOSS PAYMENT

1. **Our Options** -- "We" may:
 - a. pay the value of the loss;
 - b. pay the cost of repairing or replacing the lost or damaged property;

- c. rebuild, repair, or replace with property of equivalent kind and quality, to the extent practicable; or
- d. take all or any part of the damaged property at the agreed or appraised value.

"We" must give "you" notice of "our" intent within 30 days after "we" have received a satisfactory proof of loss.

2. **Your Losses** -- "We" adjust all losses with "you". Payment is made to "you" unless another loss payee is named in the policy. A covered loss is payable 30 days after a satisfactory proof of loss is received, and:

- a. the amount of the loss has been agreed to in writing;
- b. an appraisal award has been filed with "us"; or
- c. a final judgment has been entered.

3. **Property of Others** -- Losses to property of others may be adjusted with and paid to:

- a. "you" on behalf of the owner; or
- b. the owner.

If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits arising from the owners at "our" expense.

If either makes a written demand for appraisal, each selects a competent, independent appraiser and notifies the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers then determine and state separately the amount of each loss.

The appraisers also determine the actual cash value of covered property items at the time of the loss, if requested.

A written agreement is binding on all parties. If the appraisers fail to agree within a reasonable time, they submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three is binding on all parties.

Each appraiser is paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire is paid equally by "you" and "us".

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

2. **Benefit to Others** -- Insurance under the Property Coverage shall not directly or indirectly benefit anyone having custody of "your" property.

3. **Control of Property** -- The Property Coverage is not affected by any act beyond "your" control.

4. **Death of an Individual Named Insured** -- If "you" die, "your" rights and duties under the Property Coverages pass to "your" legal representative or other person having proper temporary custody of "your" property.

OTHER PROPERTY COVERAGE CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss, either party may demand that the amount be determined by appraisal.

5. **Mortgage Provisions** -- If a mortgagee (mortgagee includes trustee) is named in this policy, loss to building property shall be paid to the mortgagee and "you" as their interest appears. If more than one mortgagee is named, they shall be paid in order of precedence.

The insurance for the mortgagee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the mortgagee does not continue in effect if the mortgagee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" notify the mortgagee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the mortgagee, if "you" fail to pay the premium.

If "we" pay the mortgagee for a loss where "your" insurance may be void, the mortgagee's right to collect that portion of the mortgage debt from "you" then belongs to "us". This does not affect the mortgagee's right to collect the remainder of the mortgage debt from "you". As an alternative, "we" may pay the mortgagee the remaining principal and accrued interest in return for a full assignment of the mortgagee's interest and any instruments given as security for the mortgage debt.

If "we" choose not to renew this policy, "we" give written notice to the mortgagee at least ten days before the expiration date of this policy.

6. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

- a. "You" must notify "us" promptly if "you" recover property or receive payment.
- b. "We" must notify "you" promptly if "we" recover property or receive payment.
- c. "We" will pay any recovery expenses incurred, and the expense to repair the recovered property, subject to the "limit" of insurance.
- d. "You" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree.
- e. If the claim paid is less than the agreed loss due to a deductible or other limiting "term" of this policy any recovery is pro rated between "you" and "us" based on our respective interest in the loss.

7. **Subrogation** -- If "we" pay for a loss under the Property Coverages "we" may require that "you" assign to "us" any right of recovery against others up to the amount "we" paid.

"You" may waive "your" right to recover from others, in writing, before a loss takes place.

"We" are not liable for a loss if, after the loss, "you" impair "our" right to recover. But, "you" may waive "your" right to recover in writing after a loss only as to the following parties:

- a. someone insured under the Property Coverages;
- b. "your" tenant;
- c. a business firm owned or controlled by "you"; or
- d. a business firm which owns or controls "your" business.

8. **Suit Against Us** -- No suit to recover any loss may be brought against "us" unless:
- a. the "terms" of the Property Coverages have been fully complied with; and
 - b. the suit is commenced within two years after the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by the law.

9. **Vacancy -- Unoccupancy** -- "We" do not pay for loss caused by attempted theft, breakage of building glass, sprinkler leakage (unless "you" have protected the system against freezing), theft, vandalism, or water damage occurring while the building or structure has been:
- a. vacant for more than 60 consecutive days; or
 - b. unoccupied for more than

- 1) 60 consecutive days; or
- 2) the usual or incidental unoccupancy period for the described premises

whichever is longer.

The amount "we" pay for any loss that is not otherwise excluded is reduced by 15%.

Unoccupied means that the customary activities or operations of the described occupancy are suspended, but business personal property has not been removed. The building or structure shall be considered vacant and not unoccupied when the occupants have moved, leaving the building or structure empty or containing only limited business personal property. Buildings or structures under construction are not considered vacant or unoccupied.

BLANKET ADDITIONAL INSURED

(Contractors)

Item 8.j is added to the DEFINITIONS of COMMERCIAL LIABILITY COVERAGES of the Contractors Special Policy form AP-100 ed 2.0.

8. "Insured" also includes:

- j. Any person or organization whom "you" are required to name as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

- (1) Currently in effect or becoming effective during the "terms" of this policy; and
- (2) Executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."

The insurance provided the additional insured is limited as follows:

- (3) That person or organization is only an additional insured with respect to liability caused, in whole or in part, by:
 - A. "Your" acts or omissions or the acts or omissions of those acting on "your" behalf
- (4) The "limits" of insurance applicable to the additional insured are those specified in the written contract or agreement or the "limits" available under this policy, whichever are less. These "limits" are inclusive of and not in addition to the "limits" of insurance available under this policy.
- (5) The insurance provided the additional insured does not apply to liability arising out of the sole negligence of the additional insured.

EXCLUSIONS

- A. The insurance provided the additional insured does not apply to:

"Bodily injury," "Property damage," "Personal injury," "Advertising injury," or Defense coverage (under the DEFENSE COVERAGE section of the policy) arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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

- B. Any Municipality, State or Political Subdivisions.

- C. "We" do not pay for "bodily injury" or "property damage" (or "personal injury" or "advertising injury", if provided by the Commercial Liability Coverage) occurring after:

- 1. All work on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional "insured" at the site of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

BLANKET ADDITIONAL INSURED (CON'T)
(Contractors)

- D. "We" do not pay for "bodily injury" or "property damage" (or personal injury" or "advertising injury", if provided by the Commercial Liability Coverage) arising out of any act or omission of the additional "insured" or any of its "employees", other than the general supervision of work "you" performed for the additional "insured".

**ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO
PROPERTY DAMAGE**

With respect to the coverage provided in this endorsement, the following exclusion is added:

"We" do not pay for "property damage" to "your work" for the additional "insured".

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

CIVIL UNIONS AMENDMENT NEW JERSEY

Throughout this policy, any reference to a spouse includes a person who is a part of a civil union couple as defined by New Jersey law.

Throughout this policy, any reference to a family member, relative, or any family relationship includes the families of a civil union couple as defined by New Jersey law.

**CERTIFIED TERRORISM LOSS DISCLOSURE OF
PREMIUM AND FEDERAL SHARE OF INSURED LOSSES**

(The entries required to complete this endorsement will be shown
below, on the "declarations", or on the "schedule of coverages".)

SCHEDULE

Certified Terrorism Loss Premium \$29 _____

Additional information, if any, concerning terrorism premium:

Federal share of terrorism losses: 80%

1. The portion of "your" premium that is attributed to coverage for "certified terrorism loss" is shown in the Schedule above.
2. Coverage for "certified terrorism loss", to the extent that such coverage is provided by this policy or Coverage Part, will be partially reimbursed by the United States Department of the Treasury under the federal Terrorism Risk Insurance Program. Under such program, the Treasury pays a percentage of insured losses for "certified terrorism loss" that exceeds the statutorily established deductible that "we" retain. The percentage paid by the Treasury is shown in the Schedule above.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended (the Act), exceed \$100 billion in a calendar year (January 1 through December 31), the Treasury will not make payment for any portion of the amount of such losses that exceeds \$100 billion.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded \$100 billion in a calendar year, and "we" have met "our" insurer deductible under the Act, "we" will not pay for any portion of "certified terrorism loss" that exceeds \$100 billion. If the "certified terrorism loss" exceeds \$100 billion in a calendar year, losses up to \$100 billion are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Act.

Insurance Company: Utica First Insurance Company

Policy Number: ART3000751310

Named Insured: Cheston Builders Llc

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1)(A) of the Act. See the next page for a further description of an act of terrorism as provided under the Act.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of your billing notice. You may reject this offer by completing and signing the enclosed statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

Insurers should include the following in a Notice prepared for policies that are subject to Standard Fire Policy statutes with respect to losses resulting from terrorism:

In the state of New Jersey, a terrorism exclusion makes an exception for fire losses resulting from an act of terrorism. Accordingly, if you reject the offer of terrorism coverage as provided under the program, that rejection is not applicable to fire losses resulting from an act of terrorism. In this state, the coverage in your policy for such fire losses will continue. The premium for such fire coverage is stated below. This premium is due whether or not you reject the offer described above for terrorism coverage.

One of the following premiums is due:

If you accept this offer, the premium for terrorism coverage is \$ 29

If you reject this offer, the premium for terrorism (fire only) coverage is \$ 0

_____ I accept this offer of terrorism coverage and acknowledge that I have been notified that under the Act, any losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

_____ I hereby reject this offer of terrorism coverage. I understand that an exclusion of certified terrorism losses will be made part of this policy. I also acknowledge that I have been notified that under the Act, any fire losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

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 reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is shown above and

does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Act, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' 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 exceed \$100 billion, your coverage may be reduced.

Policyholder's Signature:

Date:

Print Name

The following excerpt from the Act is provided for your information:

As defined in Section 102(1)(A) of the Act, "The term '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----- (i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) 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."

NEW JERSEY

ONE-PAGE SUMMARY – COMMERCIAL PROPERTY / BUSINESS INCOME BUSINESS INTERRUPTION COVERAGE

This summary is not a replacement for the terms of the policy of insurance, shall not have the effect of altering the coverage afforded by the policy, and shall not confer new or additional rights beyond those expressly provided for in the policy. This information is only provided as guidance to the policyholder in understanding the terms of the policy of insurance. You should consult your policy, agent and insurer if you have questions about your particular coverage.

Commercial property insurance generally provides coverage to the policyholder for direct physical loss of or damage to their building and contents due to a covered cause of loss. Many insurers' commercial property policies include business income coverage (also referred to as business interruption coverage) either as a coverage within the primary policy form itself or as an additional coverage provided by endorsement.

Business income coverage generally provides for the net income that would have been earned by the insured plus normal operating expenses incurred that continue despite the suspension of operations. The coverage is provided only during the period of restoration, the period from when the physical loss or damage occurs until the time the property is repaired, and the location is ready for normal operations to resume.

Most business interruption insurance policies cover losses sustained due to a suspension of business where the suspension was caused by direct physical loss of or damage to property or the insured's premises, and where the loss or damage is caused by or results from a specified peril or covered cause of loss. For such policies, a government ordered shutdown may not trigger business interruption insurance coverage in the absence of physical damage to the insured property.

Perils Typically Covered

Property insurance coverage is evaluated, in part, based on what specifically caused the physical loss or damage. Some policies identify the specific perils (types of incidents that could cause damage) that are covered such as fire, wind, and vandalism. However, many policies are written on an "open peril" or "all risk" basis, meaning a covered cause of loss is anything that is not otherwise excluded from the insurance policy contract.

Your policy may not cover pandemics or viruses. Viruses and infectious diseases are generally excluded as covered causes of loss in business income coverage.

Common Exclusions

The most common types of perils (causes of loss) excluded from property insurance policies include flood, earthquake, war, wear and tear, pollution, and virus or bacteria.

Common Coverage Triggers

Commercial property insurance policies, including the business income coverage component, typically require direct physical loss or damage to tangible property in order to trigger coverage.

Other Common Coverages

Civil Authority Coverage provides coverage for business income losses when a civil authority prohibits access to the policyholder's premises. Civil Authority coverage requires that the restriction to the business be a result of a direct physical loss insured against in the policy. Civil Authority coverage is usually provided for a limited time, such as 30 days, and is typically subject to a waiting period.

Contingent Business Interruption Coverage provides coverage for a policyholder's business income losses resulting from loss or damage to property owned by others, such as suppliers of goods and services, as long as the cause of damage to the supplier or customer's premises is of the type covered by the insured's own property policy.

UTICA FIRST INSURANCE COMPANY

No coverage is provided by this notice, nor does it replace any provision of your policy. If there are any discrepancies between the policy and this notice, the provisions of the policy govern.

EARTHQUAKE INSURANCE NOTICE

Your policy does not provide coverage for loss caused by earth movement or volcanic eruption unless purchased by endorsement.

Coverage for earthquake damage to your property is available for purchase for an additional premium.

If you would like more information about obtaining earthquake insurance under this policy, please contact your agent or this company.

DNNJEQ 1.0

EXCLUSION -- EXPLOSION, COLLAPSE, UNDERGROUND PROPERTY DAMAGE HAZARD

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

	Excluded Hazard(s)
Location:	☒ Explosion Hazard
	☒ Collapse Hazard
Description: Carpentry NOC	☒ Underground Property Damage Hazard

The Commercial Liability Coverage is amended
as follows:

DEFINITIONS

The following definitions are added:

- "Explosion hazard" means "property damage" arising out of blasting or explosion. "Explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.
- "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
- "Structural property damage" means the collapse of or structural injury to any building or structure due to:
 - grading of land, excavating, borrowing, filling, backfilling, tunnelling, pile driving, caisson work, or cofferdam work; or
 - moving, shoring, underpinning, raising, or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
- "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

- "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, and any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling, or pile driving.

EXCLUSIONS

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

The following exclusion is added:

"We" do not pay for "property damage" included within the "explosion hazard", the "collapse hazard", or the "underground property damage hazard" when entered as an excluded hazard on this endorsement.

This exclusion does not apply to:

- operations performed for "you" by others; and
- "property damage" included within the "products/completed work hazard".

GL-212 Ed 2.0

This endorsement changes the Commercial Liability Coverages provided by this policy

GL-890 UFNJ

- PLEASE READ THIS CAREFULLY -

This exclusion only applies for buildings built before 1978 that have not been certified to be lead free.

LEAD LIABILITY EXCLUSION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS THAT APPLY TO ALL COVERAGES

The following are added:

We do not pay for:

1. actual or alleged **bodily injury** arising out of the ingestion, inhalation or absorption of lead in any form;
2. actual or alleged **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) arising out of any form of lead;
3. any loss, cost or expense arising out of any request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead; or
4. any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.

CROSS LIABILITY EXCLUSION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

The following exclusion is added:

"We" do not pay for "bodily injury" (or "personal injury", if provided by the Commercial Liability Coverage) to an "insured".

PUNITIVE DAMAGES EXCLUSION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS

The following exclusion is added:

"We" do not pay for punitive, exemplary, or vindictive "damages".

Important Notice About Your Privacy

At Utica First our goal is to professionally and respectfully serve the personal and business insurance needs of our customers. Information that you provide or we collect about you when you apply for insurance or when you file a claim helps us to achieve that goal. You provide us with most of the information about you that we use in evaluating your application and servicing your insurance policy or your claim. This enables us to provide coverage to you at the best price or to service your claim promptly and fairly.

We know that the trust of our customers is our most important asset. This includes the trust that we will keep the information about you secure and treat it **only as permitted by law**. This disclosure and notice tells you about the privacy policy we have adopted and the practices we use in handling the information you furnished to us.

We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law.

What types of information does Utica First collect about you?

We collect non-public personal information about you from the following sources:

- * Information we receive from you on applications and other forms.
- * Information about your transactions with us, our affiliates, or others.
- * Information we receive from inspection or audit functions and, if applicable, state motor vehicle records.
- * Information we receive from a consumer reporting agency.

What information do we share with our affiliated companies?

- * We share non-public personal information about our customers or former customers with our affiliated companies only as permitted by law.
- * In some cases, this may mean information can be disclosed to our affiliated companies without your authorization.

What information do we disclose to nonaffiliated third parties?

- * We share non-public personal information about customers or former customers to nonaffiliated third parties only as permitted by law.
- * We do not disclose your non-public personal information to nonaffiliated third parties for purposes of marketing the products or services of any third party.
- * In some cases, this may mean information can be disclosed to nonaffiliated third parties without your authorization.

What measures are taken by Utica First to protect your information?

- * We limit access to non-public personal information about you to those employees who need to know that information to provide you with products or to provide you benefits or services under them.
- * We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information.
- * We limit the collection and disclosure of non-public information to information necessary and relevant to the conduct of our business.
- * We collect information only by legitimate means.

You have the right to obtain access to certain items of information we have collected about you, and you have the further right to request correction of information if you feel it is inaccurate.

We would be pleased to tell you more about our policies and procedures for the privacy of your information. Questions or requests about your privacy should be address to:
Privacy Officer, Utica First Insurance Company, P.O. Box 851, Utica, NY 13503-0851
Remember to include your name, address, policy number or claim number, and daytime phone number.

IMPORTANT NOTICE

IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508) UTICA FIRST INSURANCE COMPANY ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR INSURANCE OR RENEWALS OF INSURANCE POLICIES, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH INSURANCE IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS, OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.

UPON REQUEST TO UTICA FIRST INSURANCE COMPANY AS NOTED ABOVE, WE WILL PROVIDE IN WRITING A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NONE WAS REQUESTED.



P.O. Box 851, Utica, NY 13503-0851

CONTRACTORS SPECIAL POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION - SNOW REMOVAL OPERATIONS

THIS ENDORSEMENT MODIFIES THE COMMERCIAL LIABILITY COVERAGES PROVIDED BY THIS POLICY.

Under **EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY**, the following is added:

14. "We" do not pay for "bodily injury", "property damage", or "personal injury", or "advertising injury" that arises out of:

1. Any operations that involve the removal of snow and/or ice by any means and/or methods;
and/or
2. The "products/completed work hazard" arising from those operations.

Under **ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS**, the following is added:

10. "We" do not pay for medical expenses for "bodily injury" that arise out of:

1. Any operations that involve the removal of snow and/or ice by any means and/or methods.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SNEXL 1.0

-PLEASE READ THIS ENDORSEMENT CAREFULLY-

BUSINESS RISK PROTECTION

In return for the premium charged "we" provide "you" with the ability to access to "Business Risk Protection". This is a web-based service that:

1. Does not increase any limit of liability in "your" policy;
2. Does not extend the coverage under "your" policy;
3. Does not trigger coverage under "your" policy in any way; and
4. Is a service and shall not be construed to be any part of the Commercial Liability Coverages, Principal Liability Coverages, Supplemental Coverages and Property Coverages provided by this policy.

DEFINITIONS

With respect to the provisions of this endorsement, the following definitions shall apply:

1. "Business Risk Protection" means the web-based assistance service consisting of online document and form production services and the "Risk Assessment Service" provided by Epoq.
2. "Epoq" means Epoq, Inc., 275 E. Hillcrest Drive, Suite No. 160-247, Thousand Oaks, CA 91360.
3. "Risk Assessment Service" means the web-based automated process by which "you" answer a series of questions:
 - (i) that will help "you" decide for yourself whether existing business arrangements "you" have with third parties are adequate with respect to certain key risk mitigation issues; and
 - (ii) allow "you" to access web-based forms and documents to help "you" create an addendum to vary such arrangements and/or to propose a variation to such arrangement.

CONDITIONS

The following conditions are added:

1. The full terms and conditions of "Business Risk Protection" can be found on the website and "you" will be required to accept those terms and conditions upon activating "your" plan.



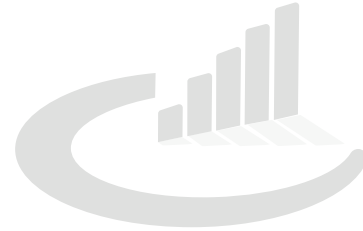
Utica First Insurance Company

PO Box 851 , Utica, NY 13503-0851
Telephone 800-456-4556/Fax 315-768-4408
www.uticafirst.com

2. Any and all additions, deletions, or revisions to the services will be made available on the "website".
3. This endorsement does not change any of the terms of "your" policy except as expressly stated herein. This endorsement forms part of, and is to be attached to, "your" policy. This endorsement terminates on the earlier of (i) the termination of "your" policy, or (ii) the date specified by "us" in writing within a properly mailed notice of service cancellation.
4. "Business Risk Protection" and the "Risk Assessment Service", are provided to you by "Epoq". The terms of "your" use of the website is governed by the terms and conditions provided by "Epoq" available from the website.
5. "We" assume no responsibility or obligation for any part of "Business Risk Protection" or the "Risk Assessment Service".
6. "We" are not providing or referring any type of legal services. The access to services being provided are informational and in no way are a substitute for legal services. If you require legal advice in any way, you should consult an attorney.

Protect your **business**

Business Risk Protection (BRP) gives you the vital contracts and agreements your business needs to become compliant and reduce risk



Business Risk Protection™

A service from Epoq, Inc.

Utica First proudly introduces BRP, a service that helps you get key contracts in place including construction agreements, job proposals and subcontractor agreements

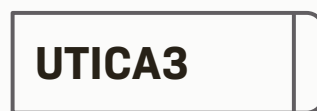
Access your service now!



Go to
**www.uticafirst
riskprotection.com**



Click Register



Enter this access code
to create an account
UTICA3



Congratulations! You can
now better protect your
business



Step 1 - Select the document you need and the state or territory you are doing business in



Step 2 - The BRP service will then interview you and create a customized document that meets your needs



Step 3 - Export your document to word or pdf format. Print your document and then follow the instructions

BRP uses smart technology to prepare essential documents and contracts that are tailored to your needs



Contractor / Artisan

BRP provides contractors with construction contracts, subcontractor agreements, job proposals and invoices



Doing Business

BRP includes documents to hire staff and consultants, protect intellectual property, trade online and recover debts



Wills

BRP helps you create a high-quality will that sets out your wishes and makes things easier for your loved ones



Business Formation

BRP's operating agreements and bylaws help you create a management structure and procedures that work best for your business

Why use BRP?



Ease of use - simply complete a series of questions to customize a document



Convenience - prepare documents quickly and instantly on any device



High quality - same technology trusted by professional advisors around the world



Cost saving - save hundreds of dollars by using one single document

Who provides BRP?

BRP is provided by Epoq, a provider of innovative risk management services. Established over 20 years ago, Epoq's clients include many of the world's largest insurers, law firms and financial services organizations.



www.epoqtech.com

BUSINESS RISK PROTECTION IS NOT INSURANCE. BUSINESS RISK PROTECTION IS A DIGITAL RISK MITIGATION TOOL THAT IS BEING OFFERED AND PROVIDED BY EPOQ, NOT UTICA FIRST INSURANCE COMPANY. UTICA FIRST AND EPOQ, INC. ARE INDEPENDENT, UNAFFILIATED COMPANIES.

Utica First does not provide, is not responsible for, does not assume any liability for and does not guarantee the accuracy, adequacy or results of any document, form or service provided by Epoq or made available on Epoq's website.

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ROOFING OPERATION SPECIFIC EXCLUSION ENDORSEMENT

It is hereby understood and agreed that such insurance as is afforded by Coverage L – Bodily Injury Liability and Property Damage Liability and Coverage N – Products/Completed Work does not apply to Bodily Injury, Property Damage, Products or Completed Work arising out of any **Roofing Operations**.

Roofing Operations is defined herein as any work involving, in whole or in part, the repair, removal, replacement and/or recovering of any existing roof, or any part or section thereof.

Important Notice
This endorsement only applies to worksites within
the State of New York

**Exclusion of Injury to Employees,
Contractors, and Employees of Contractors**

This insurance does not apply to:

- (i) bodily injury to any employee of any insured, to any contractor hired or retained by or for any insured or to any employee of such contractor, if such claim for bodily injury arises out of and in the course of his/her employment or retention of such contractor by or for any insured, for which any insured may become liable in any capacity;
- (ii) any obligation of any insured to indemnify or contribute with another because of damage arising out of the bodily injury; or
- (iii) bodily injury sustained by the spouse, child, parent, brother or sister of an employee of any insured, or of a contractor, or of an employee of a contractor of any insured as a consequence of bodily injury to such employee, contractor, or employee of such contractor, arising out of and in the course of such employment or retention by or for any insured.

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury, including damages for care and loss of services.

This exclusion replaces Exclusion 11 in the Exclusions Section of the AP-100 policy form to which this endorsement is attached.

EXCLUSION-COMMERCIAL SPRAY PAINTING

The following is added to EXCLUSIONS THAT APPLY TO ALL LIABILITY COVERAGES of the Contractors Special Policy form AP-100:

12. We do not pay for bodily injury or property damage arising out of any spray painting of the exterior or interior of any building or structures, except a 1-4 family private residence or appurtenant structures, fences, or fixtures thereof.